



REVISED AGENDA WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 30, 2025

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
5.1. Proclamation for Municipal Clerk's Week, May 4, 2025 through May 10, 2025 Agenda Item Report - AIR-25-141	5 - 7
5.2. Proclamation for Mental Health Awareness Month Agenda Item Report - AIR-25-139	8 - 13
5.3. Proclamation for National Public Works Week Agenda Item Report - AIR-25-156	14 - 16
5.4. Proclamation for Jewish American Heritage Month (ADDED) Agenda Item Report - AIR-25-171 - Pdf	17 - 20
6. REPORTS OF COMMITTEES AND TOWN STAFF	
6.1. Department Reports Agenda Item Report - AIR-25-160	21 - 101
7. OLD BUSINESS	
8. NEW BUSINESS	
8.1. Approval of Minutes (ADDED) April 7, 2025 - Workshop Commission Meeting April 8, 2025 - Special Workshop Commission Meeting April 9, 2025 Regular Commission Meeting Agenda Item Report - AIR-25-165	102 - 135
8.2. Memorandum of Understanding between Florida Department of Law Enforcement (FDLE) and the Town to participate in the Florida Regional Law Enforcement Exchange System (RLEX) - Chief DeCoursey Agenda Item Report - AIR-25-143	136 - 152

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|-------|--|-----------|
| 8.3. | Consideration of Approval of State Highway Lighting Maintenance and Compensation Agreement
Agenda Item Report - AIR-25-155 | 153 - 162 |
| 8.4. | Consideration of Approval of a Development Agreement for the Proposed Residential Development Project Ekos - Pembroke Park - Town Manager Lynch
Agenda Item Report - AIR-25-159 | 163 - 180 |
| 8.5. | Consideration and Approval of an Agreement for Stormwater System Maintenance Services - Public Services Director Merantus
Agenda Item Report - AIR-25-161 | 181 - 250 |
| 8.6. | Consideration and Approval of the Purchase of Four Portable Pumps for Stormwater and Emergency Operations - Public Services Director Merantus (UPDATED)
Agenda Item Report - AIR-25-163 | 251 - 311 |
| 8.7. | Consideration and Approval of the Purchase of a Vacuum Truck for Public Works Operations - Public Services Director Merantus (UPDATED)
Resolution No.: 2025-016
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOURCEWELL COOP CONTRACT SOLICITATION NO. RFP #101221, ATTACHED HERETO AS EXHIBIT "A," TO ACQUIRE THROUGH LEASE OR PURCHASE A VACTOR 2100i TRUCK, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM ENVIRONMENTAL PRODUCTS GROUP IN ACCORDANCE WITH SEC. 1-129(5) OF THE TOWN'S CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$559,541.70; AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE TO PURCHASE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-162 | 312 - 449 |
| 8.8. | Consideration and Approval of the Purchase of an Excavator for Public Services - Public Services Director Merantus (ADDED)
Agenda Item Report - AIR-25-164 | 450 - 514 |
| 8.9. | Consideration and Approval to Allocate \$500 in Gift Cards for the Police Department - Mayor Mohammed (ADDED)
Agenda Item Report - AIR-25-166 | 515 |
| 8.10. | Consideration and Approval of the Purchase and Installation of a Modular Office Building for Public Services - Public Services Director Merantus (ADDED) | 516 - 556 |

[Agenda Item Report - AIR-25-167](#)

- 8.11. Consideration and Approval for Agreement with Keith for Professional Services - Town Manager Lynch (ADDED) 557 - 559

[Agenda Item Report - AIR-25-169](#)

- 8.12. Consideration and Approval of the Purchase of Body-Worn Cameras for the Police Department - Chief DeCoursey (ADDED) 560 - 615

[Agenda Item Report - AIR-25-168](#)

- 8.13. Motion to Accept the Recommendation of the Pension Board and to approve the \$152,912 contribution amount for the Commission Supplemental Retirement Plan - Town Manager Lynch (ADDED) 616 - 659

[Agenda Item Report - AIR-25-170](#)

9. DISCUSSION

- 9.1. Consideration of support for 211 Broward in the Amount of \$500.00 for the FY 2025-2026 budget - Town Manager Lynch 660 - 663

[Agenda Item Report - AIR-25-147](#)

- 9.2. Discussion and Possible Approval of a Summer Recess for the Town Commission - Acting Clerk Commissioner Kashem 664 - 665

[Agenda Item Report - AIR-25-153](#)

- 9.3. Consideration and Approval of the FY 2025/2026 Budget Preparation Calendar - Finance Director Davermann 666 - 668

[Agenda Item Report - AIR-25-154](#)

- 9.4. Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2025-2026 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 10, 2025 at 6:00 p.m. and the Final Budget Hearing on September 24, 2025 at 5:00 p.m. (UPDATED) 669 - 672

Resolution No.: 2025-017

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-157](#)

10. TOWN CLERK COMMENTS

11. ATTORNEY COMMENTS

12. TOWN MANAGER COMMENTS

13. COMMISSIONER COMMENTS

- 13.1. Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

14. ANNOUNCEMENTS

- 14.1. Budget Workshop, Tuesday, May 13, 2025 at 6:00 p.m.
Regular Commission Meeting, Wednesday, May 14, 2025 at 7:00 p.m.
Special Magistrate Hearing, Wednesday, May 21, 2025 at 9:00 a.m.

15. 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.

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Proclamation for Municipal Clerk's Week, May 4, 2025 through May 10, 2025
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[April 30 2025 Municipal Clerks Proclamation](#)



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**CELEBRATE MUNICIPAL CLERKS WEEK OF
MAY 4, 2025 THROUGH MAY 10, 2025**

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the week of May 4, 2025, through May 10, 2025, as:

MUNICIPAL CLERKS WEEK

Dated this 30th day of April 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner



Agenda Item Report

Subject:	Proclamation for Mental Health Awareness Month
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	On behalf of NAMI Broward County, please accept our gratitude for considering the Town of Pembroke Park's involvement in Mental Health Awareness Month. As we approach the month of May, we kindly request your support for this important initiative. Designating May as Mental Health Awareness Month is a powerful way to show our community that mental health matters, and it encourages individuals to seek the help they need. Mental health is a critical issue that affects approximately 450,000 Broward residents and their families, and we believe that raising awareness is a key step in creating a more informed and supportive environment for those impacted by mental health challenges. As you may know, NAMI Broward County (a 501(c) 3 organization) provides empowering programs to the community at no cost, yet many families are unaware that mental illnesses are medical conditions and can be treated. Our goal is to continue bringing education, support, and resources to all corners of Broward County, and we would love to have the Town of Pembroke Park join us in this effort. Through our work, NAMI Broward County strives to: • Offer support groups and encouragement to persons with mental illnesses, and to their families. • Educate families and peers to promote better outcomes. • Advocate for improved opportunities for access to treatment, housing, and meaningful vocational opportunities. • Present public education programs designed to help eliminate the pervasive stigma surrounding severe mental illness.
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	
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ATTACHMENTS:

[Proclamation - Mental Health Awareness Month](#)

[NAMI Broward County - Request to Designate May as Mental Health Awareness Month](#)



**TOWN OF PEMBROKE PARK
PROCLAMATION**

MENTAL HEALTH AWARENESS MONTH

WHEREAS, NAMI Broward’s mission is to raise awareness and provide support, education, and advocacy for individuals and families affected by mental health conditions in Broward County; and

WHEREAS, mental health conditions are treatable health concerns that are widespread and manageable; and

WHEREAS, comprehensive healthcare encompasses mental health care, which must be accessible to all individuals irrespective of race, gender, age, sexual orientation, socioeconomic status, values, and cultural beliefs. It is vital that these factors are integrated into treatment, allowing the community to become a bastion of support; and

WHEREAS, the breadth of the mental health crisis affecting both children and adults is profound. One in five adults will encounter a mental health challenge in any given year. Half of all mental health conditions begin by age 14, and 75% by 24 years old. Prompt intervention leads to more favorable outcomes; and

WHEREAS, half of the children and adults living with mental health challenges never receive transformative treatment due to barriers to care and stigma. The resilience and recovery journey of individuals diagnosed with a mental health condition should be celebrated rather than stigmatized; and

WHEREAS, mental health challenges are not criminal issues. Nonetheless, individuals with mental health diagnoses are disproportionately represented in jails and prisons. NAMI commends the implementation of Crisis Intervention Training for law enforcement officers, Diversion Programs, and Mobile Crisis Response Teams that effectively reduce involvement in the justice system and enhance safety; and

WHEREAS, individuals living with mental health conditions can and do lead meaningful, productive lives with the right care and support; and

WHEREAS, NAMI Broward County designates the month of MAY as MENTAL HEALTH AWARENESS MONTH to promote mental health awareness, to inspire those living with mental health challenges to seek SUPPORT, and to be uplifted by our message: “YOU ARE NOT ALONE”.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of May as:

MENTAL HEALTH AWARENESS MONTH

Dated this 30th day of April 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner

From: [Mazlanovich Joseph](#)
To: [Town Clerk](#)
Subject: NAMI Broward County - Request to Designate May as Mental Health Awareness Month
Date: Friday, March 14, 2025 11:41:08 AM
Attachments: [1.png](#)
[Mental Health Proclamation 2025 - NAMI Broward County.docx](#)

Good morning Cynthia Garcia,

On behalf of NAMI Broward County, please accept our gratitude for considering the Town of Pembroke Park's involvement in Mental Health Awareness Month. As we approach the month of May, we kindly request your support for this important initiative.

Designating May as Mental Health Awareness Month is a powerful way to show our community that mental health matters, and it encourages individuals to seek the help they need. Mental health is a critical issue that affects approximately 450,000 Broward residents and their families, and we believe that raising awareness is a key step in creating a more informed and supportive environment for those impacted by mental health challenges. As you may know, NAMI Broward County (a 501(c) 3 organization) provides empowering programs to the community at no cost, yet many families are unaware that mental illnesses are medical conditions and can be treated. Our goal is to continue bringing education, support, and resources to all corners of Broward County, and we would love to have the Town of Pembroke Park join us in this effort.

Through our work, NAMI Broward County strives to:

- Offer support groups and encouragement to persons with mental illnesses, and to their families.
- Educate families and peers to promote better outcomes.
- Advocate for improved opportunities for access to treatment, housing, and meaningful vocational opportunities.
- Present public education programs designed to help eliminate the pervasive stigma surrounding severe mental illness.

We are asking the Town of Pembroke Park to formally designate May 2025 as Mental Health Awareness Month, and in doing so, help us reach families and individuals affected by mental health conditions with the message: "YOU ARE NOT ALONE."

Many of the individuals and families we serve have found strength and healing through our programs. The shared experience of our support groups provides valuable insights and reassurance that recovery is possible, and early intervention leads to better outcomes. Your support would amplify this vital message.

For a deeper look at our work and the impact we have on the community, please take a moment to view our recent impact report, particularly page 5 noting cities/municipalities that proclaimed May 2024 Mental Health Awareness month <https://namibroward.org/impact-report-2024/>. We're hopeful we can add you to the list for 2025!

Thank you for considering this important request. By coming together, we can help reduce the stigma surrounding mental illness and ensure that those affected receive the care and support they deserve. I look forward to hearing from you soon, and please don't hesitate to reach out if

you have any questions.

Kind regards,



Mazlanovich Joseph | Office Coordinator

joseph@namibroward.org

T: (954) 316-9907 | C: (954) 562-5562

NAMI Broward County

4161 NW 5th Street, Suite 203, Plantation, FL 33317

Follow us: [X](#) | [Instagram](#) | [LinkedIn](#) | [Facebook](#)

"Stigma free ... that's the NAMI Way!"

CONFIDENTIALITY NOTE:

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.



Agenda Item Report

Subject:	Proclamation for National Public Works Week
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[April 30 2025 National Public Works Week](#)



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**NATIONAL PUBLIC WORKS WEEK
MAY 18, 2025 THROUGH MAY 24, 2025**

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the Town of Pembroke Park; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Town of Pembroke Park to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/ Canadian Public Works Association be it now.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the week of May 18, 2025, through May 24, 2025, as:

NATIONAL PUBLIC WORKS WEEK

Dated this 30th day of April 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner



Agenda Item Report

Subject:	Proclamation for Jewish American Heritage Month
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[JAHM 1-Pager and Proclamation](#)
[May 2025 Jewish American Heritage](#)

JEWISH AMERICAN HERITAGE MONTH

AT A GLANCE

In 2006, Congress passed a bipartisan resolution "calling on State and local governments and the people of the United States to observe" a full month to celebrate the long history of Jewish contributions to the founding and success of our country. Every year since, the President of the United States has proclaimed May as Jewish American Heritage Month (JAHM), and cities and states are beginning to follow suit. Now, at this time of soaring antisemitism at home and abroad, mayors can have a transformative impact in strengthening their communities and fighting this hatred by proclaiming and implementing JAHM at the municipal level.

SIGNIFICANCE

The opposite of antisemitism is not tolerance, but an affirmative understanding and appreciation of Jewish history and values, and the deep contributions of that history and those values to the United States. Education around this heritage, which is JAHM's purpose, is a strategic and proactive measure in the fight against antisemitism.

COALITION

The JAHM Coalition, organized by the Weitzman National Museum of American Jewish History, is supported by over 250 organizations and institutions, including American Alliance of Museums, American Library Association, Library of Congress, Recording Academy, Smithsonian Affiliations, the nation's largest public library systems, and others. In 2024, more than 150 municipalities, and 35 states proclaimed Jewish American Heritage Month, many for the first time. The first-ever U.S. National Strategy for Countering Antisemitism, released in 2023, calls on local government bodies and institutions to celebrate JAHM as a positive tool to combat rising hate. **To learn more about JAHM, visit JewishAmericanHeritage.org**

The **Combat Antisemitism Movement (CAM)** is a nonpartisan, global Jewish human rights movement uniting over 900 organizations and nearly four million people, across all religions and faiths, to combat the world's oldest hatred.

If you would like to collaborate with CAM on this important initiative, please reach out to Lisa Katz at: lisa@combatantisemitism.org



COMBAT
ANTISEMITISM
MOVEMENT
Page 2 of 4



"GIVE ME
YOUR TIRED,
YOUR POOR,
YOUR HUDDLED
MASSES
YEARNING TO
BREATHE FREE"

Emma Lazarus,
Jewish poet



OPPORTUNITIES FOR MAYORS

- Proclaiming JAHM for the city and hosting a proclamation ceremony at city hall
- Promoting social media awareness campaigns for local communities
- Convening or co-sponsoring inter-ethnic or interfaith programs that foster mutual celebration of the city's diverse communities
- Sharing educational resources such as school lesson plans, museum exhibits, posters, and multimedia content
- Directing city schools and libraries to implement JAHM programs
- Attending or co-sponsoring concerts or cultural events with high-profile artists or scholars that highlight JAHM themes
- Encouraging the city's historical society to spotlight local Jewish heritage

DRAFT PROCLAMATION: JEWISH AMERICAN HERITAGE MONTH

WHEREAS, since their arrival on American shores as early as the 16th century, Jewish immigrants and their descendants have played a vital role in shaping the United States, contributing to the nation's creation, growth, freedom, prosperity, and enduring strength;

WHEREAS, the biblical and historical journey of the Jewish people—and the enduring values of the Jewish faith—have served as powerful sources of inspiration for the founding principles of the United States, the Civil Rights Movement, America's leadership in advancing global freedom, and the nation's ongoing pursuit of justice and equality;

WHEREAS, Jewish Americans have made profound and lasting contributions to every aspect of American life, including the arts, sciences, business, law, education, public service, entertainment, and culinary traditions—enriching the cultural fabric of our nation and helping to define what it means to be American;

WHEREAS, for over four decades, Presidents of the United States have formally recognized the invaluable contributions of Jewish Americans to our country, and since 2006, the month of May has been officially designated as Jewish American Heritage Month through Presidential proclamation and bipartisan Congressional support;

NOW THEREFORE, I, [NAME], [GOVERNOR/MAYOR] of [STATE/CITY], do hereby proclaim May 2025 as Jewish American Heritage Month in the City of [NAME OF STATE/CITY]. I call upon all residents to join in celebrating the remarkable history, heritage, and contributions of the Jewish to our city and our nation. I further encourage:

- All city departments and agencies to commemorate this occasion through public announcements and the display of educational materials;
- Our local schools, colleges, and universities to offer programming that highlights Jewish American heritage and its impact on our shared civic values;
- Museums, libraries, and cultural institutions throughout [NAME OF CITY/STATE] to host exhibitions and events that honor Jewish American history and achievements.

Let this month serve as a time to reflect, learn, and celebrate the resilience, creativity, and enduring contributions of Jewish Americans throughout our history.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the [NAME OF CITY/STATE] to be affixed this ____ day of _____, 2025.

[NAME]
[NAME OF CITY, STATE]



"PROCLAIM LIBERTY
THROUGHOUT ALL THE LAND
UNTO ALL THE INHABITANTS
THEREOF" - Leviticus 25:10



COMBAT
ANTISEMITISM
MOVEMENT

IN CELEBRATION OF
JAHM
JEWISH AMERICAN
HERITAGE MONTH



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**JEWISH AMERICAN HERITAGE
MONTH**

WHEREAS, since their arrival on American shores as early as the 16th century, Jewish immigrants and their descendants have played a vital role in shaping the United States, contributing to the nation’s creation, growth, freedom, prosperity, and enduring strength; and

WHEREAS, the biblical and historical journey of the Jewish people—and the enduring values of the Jewish faith—have served as powerful sources of inspiration for the founding principles of the United States, the Civil Rights Movement, America’s leadership in advancing global freedom, and the nation’s ongoing pursuit of justice and equality; and

WHEREAS, Jewish Americans have made profound and lasting contributions to every aspect of American life, including the arts, sciences, business, law, education, public service, entertainment, and culinary traditions—enriching the cultural fabric of our nation and helping define what it means to be American; and

WHEREAS, for over four decades, Presidents of the United States have formally recognized the invaluable contributions of Jewish Americans to our country, and since 2006, the month of May has been officially designated as Jewish American Heritage Month through Presidential proclamation and bipartisan Congressional support.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of May as:

JEWISH AMERICAN HERITAGE MONTH

We call upon all residents to join in celebrating the remarkable history, heritage, and contributions of the Jewish to our city and our nation. We further encourage:

Our local schools, colleges, and universities to offer programming that highlights Jewish American heritage and its impact on our shared civic values; museums, libraries, and cultural institutions throughout the Town of Pembroke Park to host exhibitions and events that honor Jewish American history and achievements.

Dated this 30th day of April 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner



Agenda Item Report

Subject:	Department Reports
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Department Reports](#)



Pembroke Park, FL

Budget Variance Report

As Of: 04/30/2025

Fund: 001 - General Fund

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	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Undesignated	0.00	1,481,635.52	(1,481,635.52)	11,089,802.44	10,371,448.64	718,353.80	62	17,786,741.81	(6,696,939.37)	38
TOTAL REVENUE	0.00	1,481,635.52	(1,481,635.52)	11,089,802.44	10,371,448.64	718,353.80	62	17,786,741.81	(6,696,939.37)	38
EXPENSE SUMMARY										
Undesignated	8,750.00	38,130.87	29,380.87	172,322.97	266,916.09	94,593.12	38	457,754.84	(285,431.87)	62
Legislative	0.00	53,024.32	53,024.32	202,527.27	371,170.24	168,642.97	32	636,547.15	(434,019.88)	68
Executive	165.85	49,690.68	49,524.83	259,307.78	347,834.76	88,526.98	43	596,528.20	(337,220.42)	57
Financial and Administrative	16,703.00	51,496.71	34,793.71	271,522.50	360,476.97	88,954.47	44	618,208.78	(346,686.28)	56
Legal Counsel	44,165.50	33,320.00	(10,845.50)	172,580.30	233,240.00	60,659.70	43	400,000.00	(227,419.70)	57
Comprehensive Planning	0.00	26,852.16	26,852.16	89,458.36	187,965.12	98,506.76	28	322,355.00	(232,896.64)	72
Information Technology	7,572.87	40,882.17	33,309.30	229,820.25	286,175.19	56,354.94	47	490,783.64	(260,963.39)	53
Other General Government	23,009.63	78,905.99	55,896.36	500,431.04	552,341.93	51,910.89	53	947,251.39	(446,820.35)	47
Law Enforcement	33,500.55	393,899.77	360,399.22	1,353,639.70	2,757,298.39	1,403,658.69	29	4,728,689.87	(3,375,050.17)	71
Fire Control	358,123.92	429,964.11	71,840.19	2,506,867.44	3,009,748.77	502,881.33	49	5,161,634.00	(2,654,766.56)	51
Protective Inspections	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
530529	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Other Physical Environment	0.00	32,086.89	32,086.89	132,399.34	224,608.23	92,208.89	34	385,197.70	(252,798.36)	66
Road/Street Facilities	382.62	184,347.15	183,964.53	244,206.97	1,290,430.05	1,046,223.08	11	2,213,052.34	(1,968,845.37)	89
Community and Economic Development	165.85	25,072.69	24,906.84	61,431.94	175,508.83	114,076.89	20	300,993.10	(239,561.16)	80
Parks/Recreation	3,727.76	43,961.07	40,233.31	245,973.38	307,727.49	61,754.11	47	527,745.75	(281,772.37)	53
704	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	496,267.55	1,481,634.58	985,367.03	6,442,489.24	10,371,442.06	3,928,952.82	36	17,786,741.76	11,344,252.52	64
REVENUE OVER/(UNDER) EXPENDITURE	(496,267.55)	0.94	(496,268.49)	4,647,313.20	6.58	4,647,306.62		0.05	(18,041,191.89)	

Budget Variance Report

As Of: 04/30/2025

Fund: 100 - Special Revenue Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Undesignated	0.00	78,216.05	(78,216.05)	182,911.35	547,512.35	(364,601.00)	19	938,968.39	(756,057.04)	81
TOTAL REVENUE	0.00	78,216.05	(78,216.05)	182,911.35	547,512.35	(364,601.00)	19	938,968.39	(756,057.04)	81
EXPENSE SUMMARY										
Protective Inspections	0.00	78,215.92	78,215.92	252,809.70	547,511.44	294,701.74	27	938,968.36	(686,158.66)	73
TOTAL EXPENSE	0.00	78,215.92	78,215.92	252,809.70	547,511.44	294,701.74	27	938,968.36	686,158.66	73
REVENUE OVER/(UNDER) EXPENDITURE	0.00	0.13	(0.13)	(69,898.35)	0.91	(69,899.26)		0.03	(1,442,215.70)	

Budget Variance Report
Fund: 400 - Sewer

As Of: 04/30/2025

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Undesignated	0.00	288,908.71	(288,908.71)	1,187,604.49	2,022,360.97	(834,756.48)	34	3,468,291.90	(2,280,687.41)	66
TOTAL REVENUE	0.00	288,908.71	(288,908.71)	1,187,604.49	2,022,360.97	(834,756.48)	34	3,468,291.90	(2,280,687.41)	66
EXPENSE SUMMARY										
940001	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
940002	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
940099	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Other General Government	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Sewer/Wastewater Services	3,748.65	394,557.88	390,809.23	677,776.22	2,761,905.16	2,084,128.94	14	4,736,590.91	(4,058,814.69)	86
Flood Control/Stormwater Control	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	3,748.65	394,557.88	390,809.23	677,776.22	2,761,905.16	2,084,128.94	14	4,736,590.91	4,058,814.69	86
REVENUE OVER/(UNDER) EXPENDITURE	(3,748.65)	(105,649.17)	101,900.52	509,828.27	(739,544.19)	1,249,372.46		(1,268,299.01)	(6,339,502.10)	

Budget Variance Report

As Of: 04/30/2025

Fund: 401 - Stormwater Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Undesignated	0.00	282,559.78	(282,559.78)	654,262.27	1,977,918.46	(1,323,656.19)	19	3,392,074.33	(2,737,812.06)	81
TOTAL REVENUE	0.00	282,559.78	(282,559.78)	654,262.27	1,977,918.46	(1,323,656.19)	19	3,392,074.33	(2,737,812.06)	81
EXPENSE SUMMARY										
940002	0.00	274,890.00	274,890.00	8,110.50	1,924,230.00	1,916,119.50	0	3,300,000.00	(3,291,889.50)	100
940003	2,280.00	49,504.27	47,224.27	153,339.15	346,529.89	193,190.74	26	594,289.00	(440,949.85)	74
941005	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
941006	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
940099	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Other General Government	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Flood Control/Stormwater Control	0.00	119,847.65	119,847.65	270,824.01	838,933.55	568,109.54	19	1,438,748.34	(1,167,924.33)	81
TOTAL EXPENSE	2,280.00	444,241.92	441,961.92	432,273.66	3,109,693.44	2,677,419.78	8	5,333,037.34	4,900,763.68	92
REVENUE OVER/(UNDER) EXPENDITURE	(2,280.00)	(161,682.14)	159,402.14	221,988.61	(1,131,774.98)	1,353,763.59		(1,940,963.01)	(7,638,575.74)	



PEMBROKE PARK POLICE DEPARTMENT

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

Administrative Report March 20th to April 20, 2025

This report provides an overview of the Pembroke Park Police Department's activities, community involvement, and investigative actions for Late March and April 2025.

Community Involvement:

On March 25, 2025, Chief DeCoursey & Deputy Chief Ochoa toured the WPLG Channel 10 building to better understand the interior and egress points of the building. Also, three vehicle gates at the location have been programmed to open via police radio in an emergency.

Following the recent mass shooting and homicide, members of the Police Department, in coordination with our elected officials, participated in multiple grief counseling sessions held throughout the community. These sessions took place at the victim's school, the West Park Boys and Girls Club, and other key community locations to provide support and resources to those affected.

April 4, 2025 – Park Lakes Estates – E-bike theft

Captain Prichard and Deputy Chief Ochoa attended a Homeowner's meeting at Park Lakes Estates, where they provided residents with crime prevention tips, public safety education, and an overview of the Police Department's current crime enforcement strategies.

On April 9, 2025, Captain Prichard attended a tabletop exercise at the Amazon facility, which focused on managing civil unrest scenarios. During the exercise, our department provided valuable input and suggestions on improving communication strategies between the Pembroke Park Police Department and Amazon Warehouse leadership. These discussions aimed to enhance coordination during potential emergencies or civil unrest situations, ensuring that both parties are better prepared to respond quickly and efficiently.

On April 12, 2025, staff attended the Town's Easter Eggstravaganza to provide traffic and crowd control and be readily available to respond to any emergencies that may have arrived. The event ran smoothly, with no incidents reported.

On April 15, 2025, Chief DeCoursey, Captain Prichard, and Deputy Chief Ochoa met with Nova Southeastern University's Psychological Department representatives to discuss future collaboration initiatives focused on incident crisis debriefing, officer

mental health and wellness, and resilience training.

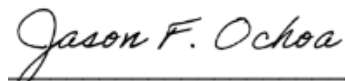
On April 17, 2025, Deputy Chief Ochoa and Captain Prichard attended an Evacuation Drill for Lake Forest Elementary. The drill involved evacuating approximately 600 individuals from the school grounds to a predesignated safe zone at Pembroke Park Preserve. Overall, the drill was successfully executed. All students and staff were evacuated orderly, with no reported injuries or incidents.

Throughout the month, the Police Department collected donations for Phiinix Solomon, the 8-year-old sole survivor of the tragic event that occurred on March 26, 2025. Thanks to the Town and the Police Department, Deputy Chief Ochoa, Captain Prichard, and Ms. Heath were able to present Phiinix with a bicycle, an Easter basket, and over \$240 worth of items to help brighten her Easter.

Training:

On April 22, 2025, Chief DeCoursey, Deputy Chief Ochoa, and Captain Prichard will meet with the Institute of Public Safety at Broward College to tour the facility, discuss officer training programs, and discuss gun range usage.

Sincerely,

A handwritten signature in cursive script that reads "Jason F. Ochoa". The signature is written in black ink and is positioned above a horizontal line.

Jason Ochoa, Deputy Chief of Police



Monthly Commission Report **March 17th to April 20, 2025**

March 18, 2025

- **Case #2503-003380**

Incident: **AOA BSO**

Location: 3800 block of SW 52nd Avenue

Details: Officers responded in reference to a perimeter that was established by BSO. It was regarding a burglary that occurred in Miami-Dade, on the south side of County Line Road, and the suspects fled on foot into Pembroke Park. Our officers assisted by taking a perimeter point. Ultimately, one suspect was apprehended, while another remained at large. Later in the shift, a West Park resident flagged down our officers and informed them that two juveniles (matching the description from earlier) were back in her yard. Officers informed West Park, and they ultimately recovered a firearm inside the residence's yard.

March 19, 2025

- **Case # 22-2503-003471**

Incident: **Disturbance/ Trespass Warning**

Location: 2920 SW 30th Ave. - Scarlett's

Details: Officers responded to a B/M who wanted to drive a vehicle while impaired. The B/M was advised to leave and request an Uber to get home. As a result, the B/M was sent home in an Uber and issued a Trespass Warning, as he initially refused to leave the property.

March 20, 2025

- **Case #22-2503-003481**

Incident: **AOA**

Location: 2501 SW 32nd Terrace – Feeding South Florida

Details: Officers responded, following a request from the Broward Sheriff's Office Pompano Beach District. The requesting deputy informed our officer that there is a probable cause affidavit for the arrest on charges of burglary, battery, and stalking (domestic violence). The supervisor instructed him to return to the office as the subject was not present at the location. Once the subject arrived, he was detained, and the Deputy from Pompano Beach responded to take him into custody. This incident is documented under Broward Sheriff's Office Case #11-2503-007248.

- **Case # 22-2503-003528**

Incident: **Stolen Vehicle**

Location: 3101 W. Hallandale Beach Blvd

Details: Officers responded to a stolen vehicle that had just occurred. The victim advised that he parked his Blue 2017 Mercedes E-400 bearing FL Tag # at 0255hrs and returned at 0301hrs to find it missing. The victim had the key. The victim advised that no one had permission to use the vehicle as it was a rental from TURO. Video footage shows that after the vehicle was parked, a white van pulled in next to the vehicle, and an unknown subject in all-black clothing exited the van and entered the Mercedes, fleeing in an unknown direction. A BOLO was initiated, and a report was written. The video footage was uploaded to Evidence.com. An attempt to contact TURO was unsuccessful, as it was learned that the vehicle was equipped with an AirTag, but because customer service could not be reached, the

AirTag could not be activated. The vehicle was entered in teletype as stolen via Margate Dispatch PK # 15.

- **Case # 22-2503-003526**

Incident: **CPIS Child Removal**

Location: 108 Lori Lane

Details: Officers responded regarding a Child Investigation. While on the scene, it was learned that both the juveniles involved would be removed from the home. Further investigation revealed that the aunt who resides in Ohio possessed an active custody agreement, making her the custodial, temporary parent for both juveniles. After speaking with the on-call CPIS Supervisor, she stated that the aunt provided her with a copy of the custody agreement. I then spoke with someone who confirmed that they were removing the children and relocating them to CHILDNET (1100 W McNab Rd, Fort Lauderdale, FL 33309). The children would be placed there until the aunt arrived to take custody of them. Officers stood by as the children were safely removed and placed into car seats for transportation.

March 21, 2025

- **Case #22-2503-003540**

Incident: **Occupied Burglary**

Location: 202 Lakeshore Drive – Park Lake Estates

Details: Officers responded to an occupied burglary. An unknown suspect unlawfully entered the residence occupied by the two homeowners. The burglary is believed to have occurred on March 20, 2025, between 2330 and 0400 hours on March 21, 2025. The homeowners delayed notifying law enforcement because they had canceled all their credit cards in the morning, and they thought that would suffice. We responded around 1143 hours; we processed the residence and a 2024 Porsche Macan. We obtained approximately eight latent print cards. A neighbor located the victim's purse and her husband's pants, with 500.00 US currency and 1000.00 dollars in Canadian funds.

- **Case #22-2503-003551**

Incident: **Narcotics Complaint**

Location: 3996 Pembroke Road - Racetrac

Details: Officers responded regarding three subjects who were possibly using narcotics. Upon arrival, officers observed three subjects matching the description provided in the call for service. Upon speaking with the subjects, officers noticed a bulge in the suspect's right pant leg and asked him what was in his pant leg. The suspect responded by removing two packs of rolled tobacco. However, upon doing so, a small plastic baggie containing a white, powdery substance fell from his pant leg. The suspect was detained, and the white, powdery substance was field tested positive for the presence of cocaine. The suspect was arrested and taken to the TOT BSO Jail.

- **Case #22-2503-003569**

Incident: **Burglary (Auto)**

Location: 5500 block of W. Hallandale Beach Blvd.

Details: Officers responded in reference to a delayed vehicle burglary. Upon arrival, the victim said he parked his vehicle on the swale and entered The Polo Club. When he returned approximately one hour later, he observed his passenger window shattered, and a backpack containing his firearm was taken. The victim could not provide a serial number for the firearm at this time; however, they were asked to call and add the information to the report as soon as possible. The vehicle was processed, but no latent prints were located. The victim stated he did not know who committed the crime. However, he stated that the 5-6 b/m and b/f that he observed parked behind him when he arrived were involved, but he does not know if they are. No surveillance footage was located. The victim was given a case card.

March 23, 2025

- **Case #22-2503-003633**

Incident: Felony Criminal Mischief/Affray & Riot

Location: 3996 Pembroke Road - RaceTrac

Details: On March 23, 2025, at approximately 3:15 PM, the West Park District reported that around 50 to 75 motorcyclists were gathered at the RaceTrac gas station at 3996 Pembroke Road, Florida. The BSO District 1 further informed us that members of this group had damaged the windshield of one of our marked decoy vehicles. An investigation revealed that these motorcyclists jumped onto vehicle 100, kicking in the windshield and walking on the hood and roof. We have identified four individuals as persons of interest and are working to determine their identities. Notably, one of these individuals was live-streaming the incident on social media.

- **Case #22-2503-003652 /53**

Incident: Traffic Complaint

Location: SW 56th Avenue and SW 41st Street

Details: Officers responded regarding individuals who were participating in an intersection takeover. The complaint advised that vehicles were drifting and doing donuts in the middle of the intersection. Upon arriving, officers observed approximately 4-5 vehicles pulled off the roadway, but could smell the odor of burnt rubber. Upon seeing a marked police vehicle, the individuals re-entered their vehicles and began to leave the area. Officers observed one of the vehicles with an expired tag (over 6 months) and conducted a traffic stop. The driver was issued two citations and released on the scene.

March 24, 2025

- **Case #22-2503-003666**

Incident: Grand Theft

Location: 5590 Hallandale Beach Blvd. - Polo Club

Details: Officers responded regarding the theft of an iPhone 14 Pro Max. The victim reported that he lost his phone in the private section of the Polo Club on March 24, 2025, around 1:00 AM. He stated that the phone fell out of his pocket. The victim waited until today to track the phone and discovered it was in the City of Opa-Locka. After contacting the Opa-Locka Police Department, he was referred to Pembroke Park. The total value of the lost property was estimated at \$1,200.00.

- **Case #22-2503-003668**

Incident: Sexual Battery

Location: 3302 SW 54th Avenue

Details: Officers responded to a report of a delayed sexual battery at 3302 SW 54th Avenue. The black female victim stated that on December 31, 2019, the father of her child purchased a bottle of Hennessy and came over to her residence to celebrate the New Year. After consuming a few drinks on January 1, 2020, at 1:00 AM, she blacked out and indicated that he got on top of her without her consent and penetrated her vagina with his penis. Although the victim did not want to report the incident initially, she expressed concern about him facing consequences. Detective Casas was notified, and the victim provided a taped statement.

- **Case # 22-2503-003528**

Incident: Sexual Battery

Location: 2501 John P. Lyons Road, Bay # A

Details: Officers responded to Memorial Regional Hospital (Pembroke) in response to a Sexual Battery. The victim said she attended a warehouse get-together at 2501 John P. Lyons Road, Bay # A. There she met a known subject, "TJ." The two begin to converse after she has only had one drink. They relocated to his vehicle where she sat on his lap, and at that point, the victim advised she "blacked out". Once the victim came to, she observed her clothes were off and the subject was sexually assaulting her against her will. The victim said she had become angry and asked what he was doing. The victim stated she could leave the area in her vehicle and reported it to the hospital at 1400hrs. The victim said the incident occurred on March 23rd.

2025 between the hours of 0000 and 0300. Command Staff was notified, and Detectives responded and took over the investigation.

March 25, 2025

- **Case #22-2503-003719**

Incident: **Grand Theft**

Location: 103 Lone Pine Lane

Details: Officers responded to 103 Lone Pine Lane regarding the theft of an electric bicycle. The victim reported that on February 13, 2025, at 3:30 AM, he returned home after taking a friend to the airport; a chain secured his bicycle to a support beam outside his residence. When he went outside his residence at 10:00 AM that same day, February 13, 2025, he noticed that his electric bicycle was missing. The victim checked his video surveillance and observed a suspect leaving his residence with the bike. He provided a black-and-white still photo of the suspect, taken from the video, showing the suspect leaving his residence on February 13, 2025, at 4:03 AM. The image captured the right side of the suspect but did not show his face. The suspect managed to cut the chain that secured the bike with an unknown tool. The electric bicycle was a Letric, white in color, valued at \$1,300, and the victim did not know the serial number. It had a black bag attached to the front and a rack on the rear.

- **Case # 22-2503-003742**

Incident: **Sexual Battery**

Location: 5100 SW 41st Street

Details: At 21:30 hours, Officers responded regarding a Sexual Battery that had just occurred. The victim and suspect met in Miami on Ives Dairy Road and knew one another from previous encounters. Tonight, they parked in a Black 2018 Cadillac CTS Tag # 43E CJC and agreed to have intercourse for payment. During intercourse, the victim learned that she would not receive payment and demanded that the suspect stop, but he refused and continued until he finished. The suspect B/M) fled before we arrived in an unknown direction. The suspect disposed of a used contraceptive under a tree on the southeast corner of the property. While conducting the investigation, the victim said she did not want a report or to cooperate. She only wanted her jacket returned.

March 26, 2025

- **Case #22-2503-003777**

Incident: **Death – Homicide**

Location: 3181 W. Hallandale Beach Boulevard #408

Details: Officers responded to a shooting that had just occurred. Preliminary information did not provide any suspect information. Officers arrived and quickly determined that an unknown suspect had shot several victims. As officers entered the apartment to assess the situation, it was observed that two individuals required immediate medical attention, while four of the individuals were beyond medical care. Officers extracted a juvenile victim and turned her over to medical personnel. BSO Fire Rescue removed the other individual in need of medical attention. Both individuals were transported to nearby medical facilities. Due to the extent of the scene, BSO Homicide was requested, responded, and became the primary investigating agency (90-2305-009658).

March 27, 2025

- **Case #22-2503-003807**

Incident: **Battery Domestic**

Location: 5395 SW 33rd Street

Details: Officers responded to a reported altercation. The call indicated that two brothers were involved in a physical fight, and there were concerns that a handgun might be present. Upon their arrival at the scene, the officers observed a heated confrontation between the two siblings. After assessing the situation, they detained the primary suspect. During the investigation, it became apparent that Reid had engaged in a physical struggle with his younger brother and had threatened to assault him with a fan during the dispute. Despite the

seriousness of the threats made, the officers thoroughly searched the area and confirmed that no handgun was involved in the incident. However, the suspect reportedly told his brother that he would shoot him, which contributed to the escalation of the situation. Officers arrested the suspect based on the evidence and the victim's testimony. He was subsequently charged with domestic battery and transported to the Broward County Main Jail.

March 28, 2025

Incident: Trespass Arrest

Location: 4790 W. Hallandale Beach Blvd - Dollar General

Details: Officers responded regarding a known subject Trespassing on the property. Upon arrival, Officers met the subject. The defendant was trespassed on September 9, 2024, under PPPD case number 22-2409-017078. He was taken into custody and transported to BSO Main Jail without incident.

- **Case # 22-2503-003880**

Incident: Armed Robbery

Location: 3180 W. Hallandale Beach Blvd - Orion Gas Station

Details: Officers responded about an Armed Robbery that had just occurred. The victim advised that a B/M wearing all black and a ski mask entered the business, produced a black semi-automatic handgun, tapped on the window, and demanded all the money. The suspect's description was a B/M 5'10 to 5'11, thin male, wearing all black. The suspect also wore red and black gloves. The suspect was able to take \$2816.00 in cash and fled eastbound on W. Hallandale Beach Blvd. The suspect stated that the suspect may have gotten on a skateboard and was last seen in the Winn-Dixie Plaza. With the assistance of the Hallandale Police Department, a perimeter was set, but it met with negative results. It was then learned that the suspect may have fled to Kelsey's Lounge Plaza at 3194 W. Hallandale Beach Blvd. Officers canvassed the plaza and spoke to Kelsey's staff, and they observed no one matching the description. The scene could not be processed because the suspect was wearing gloves. A BOLO was initiated for surrounding agencies.

March 29, 2025

Case # 22-2503-003951

Incident: Stolen Vehicle

Location: 5495 SW 34th Street

Details: Officers responded to a stolen vehicle. Upon arrival, the victim advised that she last saw her 2013 Black Hyundai Elantra Bearing FL Tag # 02EMRY at 0300hrs on March 29th, 2025, and returned at 1400hrs on the same day to find the vehicle missing. After calling several Tow companies, she notified the police. A check of the Pembroke Park Police Tow Log also yielded negative results. The victim advised that no one had permission to use the vehicle, and she was in possession of the vehicle's keys. As a result, the vehicle was entered into Teletype as stolen via Margate Dispatch. (25PK16). There were no witnesses and no video footage available.

April 02, 2025

- **Case #22-2503-004096**

Incident: Child Abuse Investigation

Location: 3550 SW 48 Ave. - Lake Forest ES

Details: Officers responded to an abuse investigation. The Child Protective Investigator requested that a Deputy from the Broward Sheriff's Office District One respond because of a domestic violence altercation that occurred in the City of West Park between the mother and the father of an eight-year-old male student.

- **Case # 22-2504-004104**

Incident: Burglary Conveyance / Grand Theft

Location: 3130 SW 19th Street Bay # 461

Details: Officers responded to a vehicle burglary. The victim reported that he was alerted by a neighboring business that a black male was burglarizing his 2010 White Dodge Ram, Tag # 91E SZB, wearing gloves, a hat, and a face covering. Further investigation revealed that the suspect was known to the victim as B/M Al Davis and did business with one another at one point. The suspect used an unknown tool to open the victim's truck and was observed rummaging through the truck for 2 minutes. The victim stated that his IPAD was missing from the vehicle (Valued at \$1100.00). The victim provided the suspect's phone number and believed he knew where the suspect was. Video footage was uploaded to evidence.com. This case remains active and will be forwarded for further investigation.

April 03, 2025

- **Case #22-2504-004141**

Incident: **Grand Theft Auto**

Location: 3770 SW 48th Avenue, Apartment #102

Details: Officers responded to a report of a stolen motorcycle. The victim stated that on April 3, 2025, at 1:46 AM, he parked his blue 2024 Yamaha motorcycle, Florida tag #MYYS64, in the parking lot of his residence. Later that same day, at 4:46 AM, he checked his video surveillance footage and realized his motorcycle was missing. Although the victim had a tracking device on his bike, the app could not provide his location. Additionally, the motorcycle was not listed on the tow log. The stolen Yamaha motorcycle has been entered into the FCIC/NCIC as stolen.

- **Case #22-2504-004156**

Incident: **Petit Theft**

Location: 3192 W Hallandale Beach Boulevard – Puff-n-Pass Smoke Shop

Details: Officers responded to a theft incident. The cashier reported that two Black males, wearing ski masks, entered the store. One of the suspects seized a bottle of compressed fume, and both suspects then exited the store and returned to a red vehicle parked in front. They fled the scene in an unknown direction on Hallandale Beach Boulevard. The total value of the stolen property was estimated at \$50.00.

April 04, 2025

- **Case #22-2504-004225**

Incident: **Domestic Battery**

Location: 3926 SW 52nd Avenue #6

Details: Officers responded in reference to a domestic disturbance. Upon arrival, officers spoke with the wife, who stated that she was involved in a verbal altercation with her husband. During the verbal altercation, the wife stated that she told her husband that she would pack a bag and leave the residence. The wife then noted that the husband wrapped his arms around her and held her on the bed, refusing to allow her to leave, despite her requests to leave the residence. The wife stated that her niece arrived and saw the husband holding the wife. The wife requested the niece call the police. The husband stated that he did not want his wife to leave, so he wrapped his arms around her and held on to keep her from leaving. Based upon the accounts of what transpired, officers placed the husband into custody for domestic battery and false imprisonment. It should be noted that the wife informed officers that the husband had shown up at her workplace (Miami-Dade County) and threatened her and her new boyfriend. The wife said she filed a police report with Miami-Dade regarding these incidents. Furthermore, while speaking to the wife, she stated that the husband does have a handgun. However, it was not involved in this altercation in any way. Officers spoke with the husband, who stated that he wished for police to take the firearm and place it into the Pembroke Park

Police Department's property and evidence section for safekeeping. The gun was submitted to the property for safekeeping. The victim and witness stated they did not wish to provide a sworn taped statement, and the wife was provided a victim brochure on the scene. The Department of Children and Family Services was also notified of the incident.

April 06, 2025

- **Case #22-2504-004277**

Incident: **Agg. Batter – LEO – no injuries**

Location: 3199 W. Hallandale Beach Blvd. - Wawa

Details: Earlier in the shift, a black BMW 530i with FLA tag 24E VZC fled from marked Hallandale Beach police units on a traffic stop. A Bolo was issued via police radio. Later in the shift, officers observed the vehicle parked in a handicapped spot in front of Wawa (3199 W. Hallandale Beach Blvd). Officers parked in front of the vehicle, and as officers approached on foot, the driver looked directly at the officers and turned the wheel towards the officers. At this point, the officer could see the driver and, most notably, his distinct neck tattoos. Knowing if the officer didn't move out of the way, the suspect would strike the officer with the vehicle, and the officer stepped aside, and the vehicle began to flee, striking the officer with its driver's mirror (no injuries). The vehicle fled west on Hallandale Beach Blvd. A bolo was issued, and officers attempted to catch up to the vehicle. However, the vehicle could not be located. BSO West Park then located the vehicle unoccupied at the corner of SW 46 Ave and SW 19 Street. Officers responded and positively identified the vehicle that struck the officer. Through investigative measures, officers obtained the driver's identity and positively identified him as the individual who struck the officer with his vehicle. With the assistance of BSO, we attempted to contact the driver at the listed address (4600 SW 19th West Park); however, there was no response at the residence. The vehicle was towed to Mac's Towing with a hold. An arrest warrant is being completed for the driver.

April 07, 2025

- **Case #22-2504-004333**

Incident: **Aggravated Assault W/Firearm**

Location: 3140 Pembroke Road

Details: Officers responded to a disturbance. The victim reported that while feeding stray cats in the area, a business owner confronted him about this activity. The victim stated that the suspect kicked his hand while attempting to kick a bowl he was bending over to fill with water. The suspect then lifted his shirt and placed his hand on the handle of a silver-colored revolver that was tucked into his waistband. The victim expressed that this act caused him to fear for his life, and he thought that he was going to get shot. The suspect was arrested for aggravated assault with a firearm and battery. He was then transported to the Broward County Main Jail for booking.

April 08, 2025

- **Case #22-2504-004378**

Incident: **Criminal Mischief**

Location: 3700 SW 52nd Avenue – Pembroke Park Apts.

Details: Our CSA responded to a criminal mischief complaint. The property manager reported that an unknown suspect damaged the entry gate keypad between 8:00 PM on April 7, 2025, and 7:00 AM on April 8, 2025. The estimated cost of the damage to the keypad is \$1,000.00.

April 10, 2025

- **Case# 22-2504-004500**

Incident: **Misd. Arrest for Providing a False Name to LE / Warrant for Open Container**

Location: 3199 West Hallandale Beach Boulevard - Wawa

Details: Officers were pumping gasoline when they heard a loud commotion and saw the Wawa manager arguing with a black male subject. They immediately stopped pumping the gas and addressed the problem of an undesirable guest. That subject, a black male, provided the

false information. FCIC/NCIC did not have any information on the subject with the information provided. Utilizing the AFR Engine, the suspect was identified correctly. He had an active warrant for drinking alcohol in a public place with a 100.00 bond amount. The suspect was additionally charged with the Warrant and transported to Broward County Main Jail for booking.

April 11, 2025

- **Case #22-2504-004586**

Incident: **Police Assist**

Location: 2199 SW 32nd Avenue

Details: Officers responded to reports of individuals parking on the property and going to Kelsey's Lounge. Upon arrival, officers spoke with Kelsey's management, who advised that they have leased the land for parking. Additionally, they provided an email regarding the lease correspondence. I will forward the email to the supervisors for informational purposes.

- **Case #22-2504-002444**

Incident: **AOA Hallandale Beach PD**

Location:

Details: Officers responded to Aventura Medical Center (AMC) regarding a possible delayed sexual battery that occurred at 3031 W. Hallandale Beach Blvd. Upon arriving and interviewing the victim, it was clearly explained to our officer that the incident occurred at 1055 W. Hallandale Beach Blvd (Winn-Dixie), in the City of Hallandale Beach. We contacted Hallandale Beach PD, and they dispatched an officer. Our officer advised that the victim was irate and uncooperative and refused to provide more information regarding this incident. The victim also refused to wait for the Hallandale Beach PD to arrive and left the hospital. The victim began walking away and out of sight of our officer.

April 13, 2025

- **Case #22-2504-004671**

Incident: **Aggravated Assault/Battery Arrest**

Location: 5521 SW 32nd Court

Details: Officers responded to a domestic disturbance. The victim, a black female, reported that an argument had started between her and her daughter, the defendant, a black female, over income tax funds. According to the victim, the defendant entered her room and demanded the return of \$300 that she had previously given her mother from her tax refund. The victim refused to return the money, which led the defendant to approach her while yelling, pointing, and poking her in the forehead with her right hand. The victim stated that the defendant poked her approximately three times. In an attempt to create distance, the victim pushed the defendant away. In response, the defendant grabbed a knife from the kitchen and jabbed it into the wall in a stabbing motion during the ongoing argument. The victim expressed that she feared for her life at that moment. The defendant was subsequently arrested and transported to the Broward County Main Jail for processing

- **Case # 22-2504-004686**

Incident: **Burglary Conveyance/ Grand Theft of a firearm**

Location: 3192 W. Hallandale Beach Blvd

Details: Officers responded regarding a Burglary of a vehicle, in which a loaded firearm was stolen. The victim stated that he gave his black Glock 19 serial #ABPT623 to his friend on Tuesday, April 8, 2025. The victim stated that his friend parked his blue Honda Accord bearing Florida tag QKQR87 directly in front of the barbershop at the above location. The firearm was located under the front passenger seat. On Wednesday, April 9, 2025, he went to retrieve the gun, and the weapon was not there. There were no signs of forced entry, and he has been operating the vehicle since the discovery. Unknown suspect(s) entered the vehicle with an unknown tool. While inside, a loaded firearm was removed without the owner's knowledge or permission. The vehicle could not be processed due to a delay of 5 days. An area canvass

was performed for surveillance. No cameras were located. A case card was provided and explained. The weapon was entered into the Teletype. Message#25 PK#19

April 14, 2025

- **Case# 22-2504-004725**

Incident: **Death Investigation**

Location: 92 Westlake Drive

Details: Officers were dispatched following reports of an elderly white female who was unresponsive and not breathing. Upon their arrival at the location, the officers were accompanied by personnel from the Broward Sheriff's Fire Department. Emergency responders discovered the victim, in a sitting position with her head tilted backward, displaying signs of non-responsiveness. Despite immediate efforts to assess her condition, the paramedics declared her deceased at 0803 hours, as documented in the BSOFR report #27, under Run #668. During the investigation, it became apparent that the victim's primary care physician had indicated that they would not sign the death certificate, raising concerns regarding the circumstances surrounding her passing. In light of this, the Broward Medical Examiner's Office was notified and promptly dispatched personnel to the scene to conduct a thorough examination and investigation into the cause of death. Upon their arrival, they took custody of the deceased to facilitate a comprehensive autopsy and further inquiry. In addition, the victim's next of kin, her son, was contacted.

- **Case #22-2504-004760**

Incident: **Burglary- Business**

Location: 4480 W. Hallandale Beach Boulevard – Vacant Business

Details: Officers responded in reference to a burglary in progress at a business. Upon arrival, they learned the suspect was leaving in a black Hyundai Sonata with a Florida Temp Tag: DTY 4558. Officers observed the vehicle and conducted a felony traffic stop. The driver and one occupant were detained. Witness (Thirsty's owner) stated he was advised the power was out at Thirsty's. Upon arriving, he checked the manual power boxes and saw that someone had shut the power off to the plaza. He restored power and then noticed an individual inside the vacant business. He observed the front glass of the business to be shattered, and an individual standing next to a fresh hole in the drywall leading to the pawn shop (4468), totaling approximately \$1,000 worth of damage to the business. The witness called the police and provided updates as officers responded. While the suspect was being taken into custody, the witness walked to the scene of the felony stop, pointed at the suspect, and stated that he was the person he had seen inside the business. A records check of the vehicle and suspect revealed the suspect had multiple suspensions and that the temporary tag on the vehicle did not belong on this vehicle. Furthermore, the temporary tag was handwritten, which is not how the DHSMV issues temporary tags, which clearly shows the tag was counterfeit. Detectives responded and interviewed the suspect. Based on the evidence and witness statements, the suspect was held in custody for business burglary, criminal mischief, DWLS with knowledge, and possessing a counterfeit tag.

April 15, 2025

- **Case# 22-2504-004765**

Incident: **Accident – Down Light Pole**

Location: Pembroke Road & S.W. 30th Avenue

Details: Officers responded at 0645 hours to a motor vehicle accident at 30th Avenue and Pembroke Road, Eastbound approaching Interstate 95. During the crash, one of the vehicles struck the Town's light pole, erected by FDOT. The total loss was approximately 20,000.00. The scene was cleared at approximately 1505 hours. Please see the accident report for further information.

- **Case #22-2504-004811**

Incident: **Domestic Disturbance**

Location: 5100 SW 41st Street

Details: Officers responded to a domestic disturbance. Upon arrival, it was determined that the victim's boyfriend (dating approximately 2 years) was involved in a verbal altercation with the victim in front of this location. The boyfriend then grabbed the victim by the hair and began to drag her through the parking lot. The victim sustained minor cuts and scrapes from the incident. The boyfriend then fled the scene in a dark colored vehicle. BSO Fire Rescue responded and treated the victim on the scene. The victim provided a sworn taped statement and was provided a Victim's Rights Pamphlet. The victim refused assistance from Women in Distress. Since the boyfriend was gone upon the officers' arrival, a non-in-custody probable cause affidavit was completed.

April 16, 2025

- **Case #22-2504-004823**

Incident: **Stolen Tag**

Location: 2301 SW 34th Ave.

Details: Officers responded to a report of a stolen tag. The victim said he parked his gray 2016 four-door Honda Accord in the Amazon parking lot on April 16, 2025, at 1:19 AM. When he returned to the vehicle at 8:00 AM on the same day, he noticed that his license plate was missing. The victim attempted to obtain video footage from loss prevention but was unsuccessful. The stolen tag has been entered into the FCIC/NCIC system as stolen.

April 17, 2025

- **Case #22-2504-004901**

Incident: **Drowning**

Location: 3120 W Hallandale Beach Blvd

Details: Officers responded to a report involving a white female found face down in a pool. A maintenance worker discovered her unresponsive, initiated CPR, and contacted emergency services. Upon arrival, rescue personnel continued life support efforts; however, the female did not regain consciousness and was pronounced deceased at 12:20 PM. The Broward Sheriff's Office Homicide Division was notified and responded, along with their Crime Scene Unit and the Medical Examiner's Office. The deceased was subsequently removed from the scene by RTS. Attempts to contact the next of kin were unsuccessful, but will continue.

- **Case #22-2504-004903**

Incident: **Battery**

Location: 3187 W Hallandale Beach Boulevard

Details: Officers responded to a battery report. The incident occurred on a county school bus transporting students from McNicol's Middle School, with 16 students on board and a school bus attendant. A twelve-year-old student punched the bus attendant in the middle of her back and also kicked her. The bus driver stopped the bus and called 911. Fortunately, the attendant was not harmed, but she requested that officers complete a written report documenting the incident.

- **Case # 22-2504-004921**

Incident: **Baker Act**

Location: 3841 SW 52nd Ave # 202

Details: Officers responded to a Domestic Disturbance. The patient is known to battle schizophrenia, which is often triggered. On this evening, during an altercation, she made threats to kill her mother and herself. Based on these statements and her medical history, it was determined that without proper care, she would be a threat to herself or others. As a result, she was transported to Memorial Regional Hospital under the Baker Act Statute without incident.

April 18, 2025

- **Case #22-2504-004950**

Incident: **Warrant Arrest**

Location: 5400 block of W. Hallandale Beach Boulevard

Details: Officers responded to a minor crash. While investigating the crash, it was determined that one of the vehicle's occupants had an active warrant for failure to register a vehicle. The warrant was confirmed, and the subject was arrested.

- **Case #22-2504-004957**

Incident: **VOP**

Location:

Details: Officers responded to a verbal domestic disturbance. Upon arrival, officers attempted to contact a w/m regarding a verbal dispute, and he attempted to flee on foot. The w/m was detained. Upon making contact with the w/m, it was determined that he was intoxicated. A records check revealed he was currently on probation, and a condition of probation was no alcohol consumption.

April 19, 2025

- **Case # 22-2504-004984**

Incident: **Domestic Battery**

Location: 4803 SW 41st Street

Details: Officers responded regarding a male and female fighting in the parking lot. Upon arrival, officers observed the male and female with apparent injuries to both parties. The male and female involved advised that they were boyfriend and girlfriend and living together in a relationship. A witness observed the individuals physically fighting in the apartment complex parking lot. Neither the male nor the female was cooperative, and the information obtained is that they had both been physically fighting. Based upon the witness statement and evidence observed, both the male and female were arrested for domestic battery. Neither the male nor the female wished to provide a taped statement.

- **Case #22-2405-004992**

Incident: **AOA Ft. Lauderdale PD**

Location: 5600 block of W. Hallandale Beach Blvd

Details: A BOLO was issued earlier on this date regarding a vehicle used in an aggravated battery with a firearm in the City of Fort Lauderdale. The registered owner of the vehicle, who was listed as the suspect in the incident, resides in West Park. The vehicle was known to frequent the W. Hallandale Beach Boulevard area. Officers observed the vehicle in the 5600 block of W. Hallandale Beach Blvd. While attempting to request resources to respond to the area, the vehicle stopped at 5730 W. Hallandale Beach Blvd. The registered owner/driver of the vehicle was detained. Contact was made with Ft. Lauderdale PD, who advised that the vehicle was entered into NCIC / FCIC in error and that neither the suspect nor the vehicle was wanted. Officers contacted the teletype to remove the Felony hit on the vehicle.

April 20, 2025

- **Case# 22-2504-005008**

Incident: **Trespassing After Warning and Resisting Without Violence**

Location: 3696 Pembroke Road - RaceTrac

Details: Officers were dispatched regarding a suspicious incident. Upon arrival, they made contact with three male individuals who were loitering in the Plaza near Wendy's, Subway, and the Race Trac. After investigating the situation, the three subjects were asked to leave the property, and two complied after a records check for warrants. A white male, identified, refused to leave despite being asked multiple times. The defendant was shown a posted no trespassing sign and refused to leave. The subject stated that he did not want to leave and that he wanted to be arrested so he could be deported to his country. He was again told that he was being directed to leave the business plaza, and he refused again. Subsequently, he was arrested, and during the arrest, he began to resist without violence by bracing, tensing, and

pulling away from the officers to avoid being arrested. After being handcuffed, he said that he would leave. He was transported to Broward County Main Jail without incident.

- **Case# 22-2504-005012**

Incident: **Warrant Arrest**

Location: intersection of S.W. 52nd Ave. & Hallandale Beach Blvd.

Details: Officers observed a white Mercedes sedan with Florida license plate number DI07FG traveling westbound on Hallandale Beach Boulevard while conducting a regular patrol. The vehicle improperly changed lanes three times without using turn signals, causing other motorists traveling in the same direction to slow down. A traffic stop was conducted on the vehicle at the intersection. His driver's license identified the driver. A records check revealed that the subject had an active warrant for grand theft with a 2,500.00 bond. He was arrested for the warrant and issued a moving citation for changing lanes without signaling. He was transported to BCMJ, and his vehicle was towed to Mac's Towing for safekeeping.

CALLS FOR SERVICE		
INCIDENT TYPE		MAR 17 - APR 20
TRAFFIC INCIDENTS		
HIT & RUN - 3	6	
HIT & RUN ON HIGHWAY - 3H	0	
HIT & RUN WITH INJURIES - 3I	1	
ACCIDENT - Minor - 04	37	
ACCIDENT ROLLOVER/EXTRACTION - 4E	0	
ACCIDENT WITH INJURIES - 4I	19	
ACCIDENT WITH FIRE - 4VF	0	
TOTAL TRAFFIC INCIDENTS		63
ALARM CALLS		
AUDIBLE/INTRUSION ALARM - 49A	56	
HOLD UP ALARM - 49H	0	
SILENT ALARM - 49S	9	
TOTAL ALARM CALLS		65
BURGLARY		
Attempt - 21A	0	
Commercial - 21C	1	
Residential - 21R	2	
Vehicle - 21V	5	
TOTAL BURGLARIES		8
GENERAL INCIDENTS		
DRUNK DRIVER - 01	0	
STOLEN VEHICLE - 10	5	
OFFICER NEEDS ASSISTANCE	0	
TRAFFIC STOP (10-50)	53	
STOLEN VEHICLE RECOVERED (10R)	3	
ABANDONED VEHICLE - 11	1	
RECKLESS DRIVER - 12	8	
SUSPICIOUS PERSON - 13P	18	
SUSPICIOUS VEHICLE -13V	8	
INFORMATION -14	80	
SPECIAL DETAIL - 15	0	
FELONY WARRANT - 18	3	
MISDEMEANOR WARRANT -19	2	
HAZ-MAT INCIDENT	0	
Units)	0	
OUTSIDE FIRE	0	
OT- ANY FIRE NOT OTHERWISE CATEGORIZED - 25	0	
RESIDENTIAL FIRE - 25RS	0	
SMOKE INVESTIGATION - 25SI	0	
TANK FIRE	0	
TRAIN AND RAIL COLLISION/DERAILMENT	0	

TRAIN AND RAIL FIRE	0	
VEHICLE FIRE - 25VF	0	
VEHICLE FIRE (Commercial - Tankers, Semi-Trucks)	0	
LARCENY - 30	16	
ASSAULT - 31	4	
SHOOTING - 33	0	
STABBING - 34	0	
SEXUAL ASSAULT - 35	3	
SEXUAL ASSAULT- Attempt - 35A	0	
FIGHT - 36	0	
FIGHT AT SCHOOL - 36S	0	
DISTURBANCE JUVENILE - 37	1	
DISTURBANCE JUVENILE - School,Daycare,Child Facility - 37S	0	
DOMESTIC DISTURBANCE - 38	7	
DOMESTIC DISTURBANCE - VERBAL - 38V	2	
VANDALISM - 40	2	
ROBBERY - Armed - 41AR	1	
ROBBERY - Home Invasion - 41HI	0	
ROBBERY - Personal Business - 41SA	0	
LEWD - LASCIVIOUS ACTS - 43	0	
BOMB/CBRN THREAT - 46	0	
MURDER (for close out) - 5	1	
TRESPASSING - 51	17	
TRESPASSING - School, Daycare Child Facility (51S)	0	
FORGERY - COUNTERFEIT - 52	0	
EMBEZZLEMENT - FRAUD - 53	1	
EXPLOSION - 55	0	
NARCOTICS - 57	2	
ESCAPED PRISONER - 6	0	
LARCENY - AUTO PARTS - 64	0	
SHIPLIFTER - 65	0	
67HA	0	
MEDICAL - INJURY - 67IJ	0	
MEDICAL -TROUBLE BREATHING - 67TB	1	
MEDICAL -UNKNOWN - 67UM	3	
WEATHER/DISASTER - 68WD	0	
ANIMAL SERVICE CALL - 69	1	
DEAD PERSON - 7	2	
ANIMAL ABUSE - 70AA	0	
ANIMAL BITE - 70AB	0	
PARKING COMPLAINTS - 73	66	
ASSIST OTHER AGENCY - 76	70	
CODE ENFORCEMENT - Water Restriction - 77WR	0	

HARRASSMENT/STALKING/THREAT - 79	0	
HARRASSMENT/STALKING/THREAT AT SCHOOL - 79	0	
MISSING PERSON- 8	0	
SHOTS FIRED/WEAPONS COMPLAINT - 83	0	
POSSIBLE WANTED PERSON/VEHICLE - 85	0	
MISSING PERSON RECOVERED - 8R	0	
STOLEN TAG - 9	2	
911 HANG UP/ DROP OFF	38	
STOLEN TAG ATTEMPT - 9A	0	
STOLEN TAG RECOVERY	0	
TOTAL GENERAL INCIDENTS		421
POLICE SERVICE CALLS - 68		
DISPOSITIONS:		
A - Written Report	2	
B - No Written Report	976	
C - Contact Made with Owner (Alarm)	0	
E - Civil Assist	2	
TOTAL POLICE SERVICE CALLS		980
ARRESTS		
FELONY	10	
MISDEMEANOR	7	
OTHER/CAPIAS	1	
TOTAL ARRESTS		18
CITATIONS	72	
WARNINGS	7	
TOTAL CITATIONS		79
REPORTS		
FIBRS REPORTS	117	
CRASH REPORTS	49	
TOTAL REPORTS		166
Total Calls for Service : MAR 17 - APR 20		1800



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10541	3/21/2025	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Gustin	Email Regular Mail
10768	3/21/2025	5119 SW 26 ST, PEMBROKE PARK, FL 33023 6-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
10769	3/21/2025	3680 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46.1. (a) - Repeat violations; assessment for correction by Town. Sec. 12-48. - Outdoor storage prohibited Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-46.1. (b) - Repeat violations; assessment for correction by Town.	Notice of Violation	J. Ramirez	Regular Mail
10808	3/24/2025	2701 S PARK RD, PEMBROKE PARK, FL 33009 #104 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
10810	3/24/2025	2701 S PARK RD, PEMBROKE PARK, FL 33009 #114 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10552	3/24/2025	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-28. - Display. Sec. 21-19 (d). - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
10421	3/24/2025	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##108	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use. Sec. 15-28. - Display. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Affidavit of Compliance	J. Gustin	Regular Mail
10390	3/24/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Affidavit of Non- Compliance	J. Gustin	Regular Mail
10390	3/24/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5049	3/24/2025	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec 5-207. - Graffiti Enforcement	Affidavit of Compliance	J. Gustin	Regular Mail
9229	3/24/2025	2301 SW 31 CT, PEMBROKE PARK, FL 33009	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 11-34. - Responsibility of property owners.	Affidavit of Compliance	J. Gustin	Regular Mail
9485	3/25/2025	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2538 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
9596	3/25/2025	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2542 SW 30 AVE,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Affidavit of Non-Compliance	J. Gustin	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9596	3/25/2025	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2542 SW 30 AVE,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
9978	3/25/2025	2099 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9978	3/25/2025	2099 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
6720	3/25/2025	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Regular Mail
6720	3/25/2025	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8786	3/25/2025	2300 S PARK RD, PEMBROKE PARK, FL 33009 #2300, 2350, 2400, 2450 & 2490	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8786	3/25/2025	2300 S PARK RD, PEMBROKE PARK, FL 33009 #2300, 2350, 2400, 2450 & 2490	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
9222	3/25/2025	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non- Compliance	J. Gustin	Regular Mail
9222	3/25/2025	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
10433	3/25/2025	3250 S 31 WAY, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-40 (c) - Delinquent business tax receipt fees and penalties	Affidavit of Compliance	J. Ramirez	Regular Mail
10811	3/25/2025	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #107 Lone Pine Dr	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
10813	3/25/2025	1804 SW 31 AVE, PEMBROKE PARK, FL 33009 #1804A -1808 SW 31 AVE	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail
10747	3/26/2025	3272 SW 52 AVE, PEMBROKE	Sec. 21-19 (d). - Prohibited signs.	Notice of Violation	J. Ramirez	Regular Mail

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10407	3/26/2025	2954 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-175. - Certificate of use requirements. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
10517	3/26/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 809 8ST	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10517	3/26/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 809 8ST	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail



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10381	3/26/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #3120 Carolina Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10381	3/26/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #3120 Carolina Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail



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10382	3/26/2025	2954 SW 30 AVE, PEMBROKE PARK, FL 33009 #2952 SW 30 AVE PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-411(1)(h) Restrictions, Mobile Food Dispensing Vehicles	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
10366	3/26/2025	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #2400 COMMERCE CENTER WAY	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10366	3/26/2025	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #2400 COMMERCE CENTER WAY	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
10368	3/26/2025	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10368	3/26/2025	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
6297	3/26/2025	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Affidavit of Compliance	J. Ramirez	Regular Mail
7001	3/26/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2316	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail

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6669	3/27/2025	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
10615	3/27/2025	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #BAY 1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19 (d). - Prohibited signs.	Affidavit of Non- Compliance	J. Gustin	Regular Mail
10615	3/27/2025	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #BAY 1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19 (d). - Prohibited signs.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
10812	3/27/2025	3615 SW 52 AVE, PEMBROKE PARK, FL 33023 #B-103	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail



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6669	3/27/2025	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	
8834	4/1/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2410 CHARLES RD	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
9976	4/1/2025	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2311 SW 30th CT	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Notarized



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9623	4/1/2025	5501 SW 25 CT, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-208.2 (2). - Specific use regulations and limitations. Sec. 28-208.2 (1a). - Specific use regulations and limitations. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Ramirez	Regular Mail
9724	4/1/2025	5520 SW 32 CT, PEMBROKE PARK, FL 33023 1-2	Sec. 11-43 (d) - Frequency and preparation generally Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Ramirez	Regular Mail
10629	4/1/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #502	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10629	4/1/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #502	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
10669	4/1/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2940 COUNTRY CLUB LN	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec 21-20(c)(3b). Permanent Signs. Sec. 15-177. - Initial certificate of use.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10669	4/1/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2940 COUNTRY CLUB LN	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec 21-20(c)(3b). Permanent Signs. Sec. 15-177. - Initial certificate of use.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail



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10385	4/1/2025	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #113 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
10829	4/2/2025	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8967	4/2/2025	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #106	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
9231	4/3/2025	1950 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted
10849	4/3/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(h). - Exterior maintenance of structures and premises	Notice of Violation	J. Gustin	Regular Mail
10562	4/3/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10562	4/3/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
10845	4/4/2025	3120 SW 19 ST, PEMBROKE PARK,	Sec. 21-19 (d). - Prohibited signs.	Notice of Violation	J. Gustin	Regular Mail
10675	4/4/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3050 Country Club LN	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 21-21. (7) - Temporary signs	Affidavit of Non-Compliance	J. Gustin	Hand



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10675	4/4/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3050 Country Club LN	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
10212	4/4/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail
10813	4/7/2025	1804 SW 31 AVE, PEMBROKE PARK, FL 33009 #1804A -1808 SW 31 AVE	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Gustin	Regular Mail
10382	4/7/2025	2954 SW 30 AVE, PEMBROKE PARK, FL 33009 #2952 SW 30 AVE PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-411(1)(h) Restrictions, Mobile Food Dispensing Vehicles	Affidavit of Compliance	J. Gustin	Regular Mail



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4632	4/8/2025	3804 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Regular Mail
10497	4/8/2025	3500 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-29. - Responsibility for maintenance. Sec. 27-33. - Maintenance Sec 5-103(l). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail
10854	4/8/2025	3121 SW 21 ST, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail
9371	4/8/2025	3180 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 27-32.1. - Enforcement. Sec. 27-33. - Maintenance Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Affidavit of Compliance	J. Ramirez	Regular Mail
9938	4/8/2025	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 2-3	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	J. Ramirez	Regular Mail
10661	4/8/2025	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3930 PEMBROKE	Sec. 21-19 (b). - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail



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9942	4/9/2025	3900 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-410 Licenses Sec. 15-411(1)(a) Restrictions, Mobile Food Dispensing Vehicles Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9231	4/9/2025	1950 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Gustin	Regular Mail
9060	4/9/2025	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023	Sec. 26-107(a). - Construction sites and construction activities. Sec. 26-107(b). - Construction sites and construction activities. Sec. 26-107(c). - Construction sites and construction activities. Sec. 26-107(d). - Construction sites and construction activities. Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 11-35. - Penalty. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use.	Affidavit of Compliance	J. Ramirez	Regular Mail



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10854	4/9/2025	3121 SW 21 ST, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Email Regular Mail
10862	4/9/2025	2831 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
10527	4/9/2025	1950 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-207. - Graffiti Enforcement Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 5-202. - Prohibited. Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail
10893	4/10/2025	2512 SW 30 AVE, PEMBROKE PARK, FL 33009 #2516 SW 30 AVE	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail



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10350	4/10/2025	3300 SW 55 AVE, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10350	4/10/2025	3300 SW 55 AVE, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10386	4/10/2025	3153 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 21-19 (a). - Prohibited signs. Sec. 21-19 (o). - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand
9269	4/10/2025	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3940 Pembroke Rd, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec 5-105. - Repairs and installations Sec. 21-19. - Prohibited signs. Sec 5-103(b). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9432	4/10/2025	1730 SW 30 AVE, PEMBROKE PARK, FL 33009 #1790 SW 30th	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Gustin	Regular Mail
9436	4/10/2025	4910 SW 28 CT, PEMBROKE PARK, FL 33023 4-13	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Regular Mail
10270	4/10/2025	2799 SW 51 AVE, PEMBROKE PARK, FL 33023 1-5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail



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10324	4/10/2025	SW 55 AVE, PEMBROKE PARK, FL 33023	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-27. - Use of certain grass species. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Ramirez	Regular Mail
10161	4/10/2025	5255 SW 32 ST, PEMBROKE PARK, FL 33023 #5253 SW 33 ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10161	4/10/2025	5255 SW 32 ST, PEMBROKE PARK, FL 33023 #5253 SW 33 ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
10194	4/10/2025	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance	Affidavit of Compliance	J. Gustin	Regular Mail



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10204	4/10/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-28. - Display. Sec. 15-29. - Evidence of liability for business tax receipt. Sec. 21-21. (7) - Temporary signs Sec. 21-19 (d). - Prohibited signs.	Affidavit of Non- Compliance	J. Ramirez	Certified Mail
10204	4/10/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-28. - Display. Sec. 15-29. - Evidence of liability for business tax receipt. Sec. 21-21. (7) - Temporary signs Sec. 21-19 (d). - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Certified Mail
9989	4/10/2025	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3930 - 3948 PEMBROKE RD	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
9963	4/11/2025	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 PEMBROKE RD	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property



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9628	4/11/2025	2111 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 15-28. - Display. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9700	4/11/2025	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3936 Pembroke Road	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (c) - Delinquent business tax receipt fees and penalties Sec. 15-177. - Initial certificate of use. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9156	4/11/2025	5500 SW 32 CT, PEMBROKE PARK, FL 33023 1-2 #A & B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 22-27. - Use of certain grass species. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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9157	4/11/2025	2701 S PARK RD, PEMBROKE PARK, FL 33009 #135 Steven Street, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (c) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec 5-103(j). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9195	4/11/2025	4800 SW 36 CT, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8365	4/11/2025	2250 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-333. - Industrial zoned areas.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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8397	4/11/2025	3001 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #312	Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8403	4/11/2025	3001 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #313	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6480	4/11/2025	3129 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3109 W Hallandale Beach Blvd	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
10414	4/11/2025	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #10	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-24. - Tax payment required to engage in business.	Affidavit of Non- Compliance	J. Ramirez	Certified Mail



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10414	4/11/2025	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #10	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-24. - Tax payment required to engage in business.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10849	4/11/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(h). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Gustin	Email Regular Mail
10897	4/11/2025	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail
10160	4/14/2025	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #2	Sec. 21-19 (b). - Prohibited signs. Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Hand



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10679	4/14/2025	3131 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 11-34. - Responsibility of property owners. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10719	4/14/2025	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec. 21-19 (a). - Prohibited signs. Sec 21-20(c)(3b). Permanent Signs. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-410 Licenses	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10431	4/14/2025	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10110	4/14/2025	5405 SW 34 ST, PEMBROKE PARK, FL 33023 #5491 SW 34 ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10209	4/14/2025	3375 SW 24 ST, PEMBROKE PARK, FL 33023 #2401 SW 32 AVE	Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted	Affidavit of Compliance	J. Ramirez	Regular Mail



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10325	4/14/2025	SW 38 AVE, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-29. - Responsibility for maintenance. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance	Affidavit of Compliance	J. Ramirez	Regular Mail
10899	4/14/2025	2301 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail
10900	4/14/2025	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail



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10908	4/14/2025	2421 SW 25 ST, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance	Notice of Violation	J. Gustin	Regular Mail
10909	4/14/2025	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail
10910	4/14/2025	3131 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance	Notice of Violation	J. Gustin	Regular Mail



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10926	4/14/2025	2954 SW 30 AVE, PEMBROKE PARK, FL 33009 #2952 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance	Notice of Violation	J. Gustin	Email Regular Mail
10927	4/14/2025	2940 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 27-33. - Maintenance Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance	Notice of Violation	J. Gustin	Email Regular Mail
10151	4/15/2025	2501 SW 32 TER, PEMBROKE PARK, FL 33023 #SW 28th ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 26-110. - Illicit discharges	Affidavit of Compliance	J. Ramirez	Regular Mail
10629	4/15/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #502	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
10368	4/16/2025	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Continuance	J. Gustin	Certified Mail
9981	4/16/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
9981	4/16/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property



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5487	4/16/2025	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5487	4/16/2025	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7382	4/16/2025	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 4-5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7382	4/16/2025	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 4-5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7393	4/16/2025	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5325 SW 32 STREET, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
8279	4/16/2025	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
9090	4/16/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-378. Approval of Permit. Sec. 15-380. Fees, Penalties and Appeals (c)	Affidavit of Non-Compliance	J. Ramirez	Certified Mail



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9090	4/16/2025	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-378. Approval of Permit. Sec. 15-380. Fees, Penalties and Appeals (c)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10381	4/16/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #3120 Carolina Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Final Order	J. Gustin	Certified Mail
10407	4/16/2025	2954 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-175. - Certificate of use requirements. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Final Order	J. Gustin	Certified Mail



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10517	4/16/2025	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 809 8ST	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
10615	4/16/2025	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #BAY 1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19 (d). - Prohibited signs.	Final Order	J. Gustin	Certified Mail
10669	4/16/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2940 COUNTRY CLUB LN	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec 21-20(c)(3b). Permanent Signs. Sec. 15-177. - Initial certificate of use.	Final Order	J. Gustin	Certified Mail
10675	4/16/2025	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3050 Country Club LN	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 21-21. (7) - Temporary signs	Final Order	J. Gustin	Certified Mail
10562	4/16/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail Hand



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9976	4/16/2025	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2311 SW 30th CT	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Amended Final Order	J. Gustin	Certified Mail
9222	4/16/2025	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Order of Continuance	J. Gustin	Certified Mail
10390	4/16/2025	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail
9596	4/16/2025	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2542 SW 30 AVE,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail Hand
6720	4/16/2025	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
9485	4/16/2025	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2538 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail Hand
9978	4/16/2025	2099 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail Hand
7001	4/16/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2316	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Abate Order	J. Gustin	Certified Mail
10366	4/16/2025	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #2400 COMMERCE CENTER WAY	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail Hand
8786	4/16/2025	2300 S PARK RD, PEMBROKE PARK, FL 33009 #2300, 2350, 2400, 2450 & 2490	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	2nd Order of Continuance	J. Gustin	Certified Mail
8759	4/17/2025	1969 S PARK RD, PEMBROKE PARK, FL 33009 A	Sec. 12-48. - Outdoor storage prohibited Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner.	Affidavit of Compliance	J. Gustin	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8776	4/17/2025	3924 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 26-116. - Litter; littering material.	Affidavit of Compliance	J. Gustin	Regular Mail
7159	4/17/2025	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #119 LONE PINE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7159	4/17/2025	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #119 LONE PINE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7277	4/17/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-42. - Mobile home park offices and managers. Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 28-340 (a) - Docks.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10110	4/17/2025	5405 SW 34 ST, PEMBROKE PARK, FL 33023 #5491 SW 34 ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10518	4/17/2025	3946 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10518	4/17/2025	3946 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
10431	4/17/2025	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10719	4/17/2025	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec. 21-19 (a). - Prohibited signs. Sec 21-20(c)(3b). Permanent Signs. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-410 Licenses	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10571	4/17/2025	3535 SW 52 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-157(1). - Penalties for violations. Sec. 15-157(2). - Penalties for violations. Sec. 15-157(3). - Penalties for violations.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
10571	4/17/2025	3535 SW 52 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-157(1). - Penalties for violations. Sec. 15-157(2). - Penalties for violations. Sec. 15-157(3). - Penalties for violations.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
10893	4/17/2025	2512 SW 30 AVE, PEMBROKE PARK, FL 33009 #2516 SW 30 AVE	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail
10845	4/17/2025	3120 SW 19 ST, PEMBROKE PARK, FL 33009 #3130 SW 19	Sec. 21-19 (d). - Prohibited signs.	Affidavit of Compliance	J. Gustin	Regular Mail



Code Compliance Department Report

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Town of Pembroke Park
3150 SW 52 Avenue
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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10946	4/17/2025	3020 SW 30 AVE, PEMBROKE PARK, FL 33009 #3020-3040 SW 30 AVE	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 11-34. - Responsibility of property owners. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail
10947	4/17/2025	3131 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-29. - Responsibility for maintenance. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Notice of Violation	J. Gustin	Regular Mail
10948	4/17/2025	2150 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Notice of Violation	J. Ramirez	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10955	4/21/2025	1701 S 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Gustin	Regular Mail
10909	4/21/2025	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail
10897	4/21/2025	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
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Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
10767	4/21/2025	1701 S 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
10562	4/21/2025	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
5272	4/23/2025	311 MARINE DR, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Compliance	J. Ramirez	Regular Mail
6481	4/23/2025	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Ramirez	Regular Mail



Code Compliance Department Report

From 3/21/2025 to 4/24/2025

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5272	4/23/2025	311 MARINE DR, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Amended Final Order	J. Ramirez	Regular Mail

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Summary	
2nd Order of Continuance	1
Abate Order	2
Affidavit of Compliance	47
Affidavit of Non-Compliance	31
Amended Final Order	2
Final Order	8
Notice of Continuance	1
Notice of Formal Hearing	50
Notice of Violation	26
Order of Continuance	1
Supplemental Order/Claim of	5
Total	174



Building Department Monthly Report

Page 62 of 81	4/25/2025
Total Fees \$	48,004
Municipality Revenue \$	48,004
Total Job Value \$	346,634
Total Res Job Value \$	78,541
Total Com Job Value \$	268,093
New Jobs	63
Permits Completed	37
Permits Voided	9
Permits Expired	37



Building Department Monthly Report

Permits Issued	56
Inspections Completed	324
Reviews Completed	174
Reviews Assigned	180
Res Permits	19
Com Permits	76
Summary:	The Building Department has processed 63 new permit applications for additions, renovations, tenant buildouts, and repairs for commercial projects and mobile home repairs. 174 total plan reviews, completed 324 inspections from all trades, and issued 56 permits.

Major Projects: None at this time

Staff Projects New Building Official Emmanuel Agbenohevi started with the Town on April 7, 2025

Working on new software implentation with Civic Plus - Community Devlopment



Public Services Department

Monthly Report

March 29th - April 24th, 2025

Administrative Tasks

- New work order/asset management platform – Planning phase has begun with vendor
- New Resident issue reporting platform – Planning phase has begun with vendor
- Attend FPL's Annual Quality, Safety & Innovation Expo
- Misael "Mike" Flores promotion to Superintendent
- National Public Works Week Proclamation (May 18–24, 2025)

Capital Projects Division:

- LS 15 Replacement – Construction is 80% complete
- SW 30th Street Sanitary Sewer Force Main Replacement project – Construction is 5% complete
- SCADA System Installation – Installations beginning soon
- SW 52nd Avenue Sinkhole – Contractor reviewing Engineer recommendation
- SW 25th Street Stormwater Improvement project – Construction to begin soon
- Refurbishment of bocce ball court at the Linear Park – Pending quotes for reconstruction
- Concrete material storage bins installation – Pending quotes
- Architectural Plan for 3rd Floor – Pending quotes
- Restoration 3rd Floor & Emergency Operation Center – ARPA funds were approved March 13th
- Portable Office Public Works & Installation – Pending Commission approval of vendor
- Public Services Emergency Stormwater/Waste Vac Equipment – Pending Commission approval of vendor
- AC Duct Repair/Tower Upgrades Town Hall Repair – Pending quotes
- Restoration of Park Equipment, Signage, Fencing – Pending quotes
- Restoration Park & Recreation Community Building – Pending quotes
- Repaint of Town Hall exterior – ARPA funds were approved March 13th
- Restoration of Town Hall restrooms (ADA Compliance) – Pending quotes

Engineering Division

- Reviewed Park Road Redevelopment Traffic Impact Study
- Performed inspection for closure of four (4) right-of-way permit

Operations and Maintenance:

- General – Monthly Safety meeting on April 15th
- Facilities & Grounds Division – Renovation for new Public Services conference room; Removed horseshoe pits at Linear Park near the lake and will begin construction of new pits soon; Tree pruning at all parks
- Fleet Maintenance Division – Sale 10 vehicles and lease nine (9) new vehicles
- Solid Waste Division – Recycling twice a week
- Stormwater Maintenance – Catch basins and manholes inspections
- Sewer Maintenance – Pressure wash all Lift Stations
- Streets Division – Pressure wash curb & gutter along Hallandale Beach Blvd

Parks & Recreation Division

- Coca Cola volunteered at the Community Garden
- Over 100 people volunteered at the Community Garden
- Watkins Elementary at the Community Garden Program – April 15th field trip was a success

Future Projects/Plans:

- FDOT LAP Recertification
- Park Maintenance – Replace wood at Preserve Park exercise stations
- Facilities Maintenance – Clean and paint all mechanical rooms at Town Hall
- Road & Streets Maintenance – Run power to all medians on Hallandale Blvd



Town of Pembroke Park
Community and Economic Development Department
Monthly Report

Reporting Period: April 2025
Prepared By: Community and Economic Development Department

Introduction

The Community and Economic Development Department remains committed to fostering economic growth, supporting local businesses, managing infrastructure projects, and ensuring an efficient and transparent procurement process

Community and Economic Development Department Overview

This report provides an overview of the activities within the Community and Economic Development (CED) Department.

Key Focus Areas/Project Management

The CED Department is currently involved in a variety of projects, demonstrating a focus on:

- **Infrastructure Improvements:** Projects such as "SW 27th Street Stormwater Improvements" and "SW 30th Street Sanitary Sewer Force Main Replacement" indicate a focus on upgrading and maintaining essential infrastructure both projects are moving forward.
- **Facility Enhancement**
- **Public Works Support**
- **Community Development**
- **Specialized Services**

Analysis of Completed Work

- The department is actively managing 17 projects.
- The primary focus has been on advancing projects currently in progress.

Overall, the CED Department is actively working on a range of projects aimed at improving infrastructure, enhancing facilities, and providing valuable services to the community.



1. Renovation of Building A
2. Vehicle Purchases for Public Works
3. Mobile Trailer
4. Backhoe/Excavator
5. Vacuum Truck
6. AC Duct Repair on 3rd Floor
7. Renovations of 3rd Floor
8. Painting Town Hall
9. Resurfacing Town Hall Parking Lot
10. SW 27th Street Stormwater Improvements
11. CCNA Civil Engineer Pool Services
12. Speed Camera Enforcement Program
13. SW 30th Street Sanitary Sewer Force Main Replacement
14. JetVactor Services
15. Modular Building
16. Generator Service

Submitted by:
Community and Economic Development Department
Town of Pembroke Park
March 20th, 2025



April 23, 2025

MEMORANDUM

To: David Lynch, Town Manager - Town of Pembroke Park
Jeffrey Louis, Acting Town Manager - Town of Pembroke Park
From: Mike Vonder Meulen, AICP - Consultant Town Planner

RE: Town Planner Update – Month of April 2025

Please find a synopsis of Planning Activity for the Town of Pembroke Park.

Items of Interest:

Update Development Permits and Orders waiver (Florida Statue 166.003)
Introduction meeting with New Building Official: Emmanuel Agbenohevi
Submit Quarter 1 School Board report
Preparing Checklists for Building Permits

Monthly Permit Activity:

Building Permit Reviews – 27
Zoning Inspections – 11
Business Tax Receipts - 11
Zoning Letters - 1
Zoning Inquiries – 15
Special Event – 1
Liquor License - 0

Active Zoning Applications:

- Sign Code Rewrite – 24-Z-04 – Final Draft
- Live Local Code Amendments 24-Z-01 – Awaiting Commission Lunch & Learn
- Self-storage Code Amendment – 24-Z-05 – Drafting Ordinance
- Valrose Awnings – 25-SV-01- Town Commission 5/14
- Pembroke Park Villas 22-SP-02 – Town Commission 5/14
- Lucky Cigar- 25-SV-02- In Sufficiency Review 4/23

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CAPITAL HILLS CONSULTANTS

Governmental & Political Consulting

E-mail: sigersonatlaw@aol.com

2436 N Federal Hwy, #483
Lighthouse Point, FL 33064

phone: (954) 540-7252

MEMORANDUM

DATE: April 24, 2025
TO: The Mayor, Vice Mayor and Commissioners
FROM: David K. Sigerson, Jr., Esq. for Capital Hills Consultants
SUBJECT: April 2025 Legislative Report

This report covers the activities of Capital Hills Consultants, Inc. during the last week of March and the month April 2025 to the 24th.

CHC – David Sigerson Activities:

Activities and Meetings.

March 21 – 30, 2025:

- Met with Bill Helmich to update him on the Town's legislative priorities, our Legislative Budget Requests (LBRs) and we discussed the meeting we had with Sen Brodeur on our budget issue and follow up contact with Sen DiCeglie's staff;
- Reviewed the House and Senate schedules for the 4th and 5th weeks of the Legislative Session (March 24 – 28 and March 31 – April 4). Reviewed committee agendas for the week of March 24th and also continued to review bills that would or could affect municipalities and update and make additions to my bill list;
- Attend or monitor relevant committee meetings that were hearing bills affecting municipalities;
- Met with Senator Pizzo's and Rep. Woodson's Legislative Aides (LA) on our budget requests;
- Met with or confer by phone with Connie and Jordan on our LBRs.

March 31 – April 4:

- Reviewed the Calendars and relevant committee packets;
- Continued to review legislation and update my Bills Affecting Municipalities list;
- Met with Rep Woodson and with Sen Pizzo's Legis Assist, in re: our LBRs;
- Met with Connie Vanassche & Jordan Connors to again discuss our strategy for getting the 52nd Ave. project funded on the Senate side – that is who to approach on the Senate side and what to ask for;

April 7 – 11:

- Contacted Teri (Sen. Pizzo's Legis Assist (LA)) to let her know about the encouraging meeting that Jordan had with Sen. Hooper on our 52nd Ave. project (Senate Appropriations Chair);
- Met with Connie Vanassche and Jordan Connors on our LBR and general legislative matters;
- Continued to review legislation and update the Municipal Bill List and attended or monitored legislative committee meetings and general legislative sessions;
- Monitored the Town's workshop and commission meetings.

April 14 - 18:

- Continued to review legislation and update the Municipal Bill List;
- Reviewed relevant committee agenda packets;
- Monitored legislative committee meetings and general legislative sessions;
- Conferred with Team members on our LBR and the progress (or lack thereof) of the Legislative process.

April 21 – 24:

- Monitored the Senate Rules, Appropriations and Fiscal Policy and the House Commerce, State Affairs and Budget Committee meeting each with lengthy agendas containing numerous bills affecting local governments including but limited to: CRA, Affordable Housing, Land Use Regulation, Economic Development and Property Taxes;
- Monitored the House and Senate general legislative sessions.
- Conferred with Connie Vanassche and Jordan Connors regarding the status of the budget process – which is currently engaged in negotiations between the House and Senate on the fundamental issues of total spending and their respective tax packages. These big issues must be resolved before they can begin discussions on how to allocate total funds to each of the main budget areas such Education, Judiciary, Ag & Environment, Transportation, etc. Agreement on all of the foregoing must occur before the Budget Conference process can begin.
- Reviewed the proposed Broward County Ordinance establishing school zone excessive speed detection devices, traffic study, memorandum detailing the anticipated revenue collections and allocation of those revenues and a proposed resolution urging Broward municipalities to adopt school zone speed detection device ordinances. Note that the resolution would require any municipality adopting such ordinance that would necessitate the placement of a speed detention device within a county roadway, would require that municipality to enter into a Revocable License Agreement (RLA) with the county. My guess is that the county will want some piece of the fines in exchange for the use of its road right of way.
- Monitored the April 23rd Town Commission meeting.

Legislation on Annexation: – Annexation of Property

As previously reported, this Session SB 384 by Sen Burton/HB 275 by Rep Albert has been filed and these bills have been working their way through the legislative process. These bills pertain to municipal annexation of state-owned land which does not affect the Town.

Richard Coates, Bill Helmich and I discuss and monitor this issue as we review any annexation or other relevant legislation (e.g. growth management bills) that have been filed to ensure that these bills will not be amended to adversely affect the Town of Pembroke Park. We continuously assess legislative attitudes on this issue and periodically discuss strategies to respond to potential future

annexation legislation – recognizing that the issue continues to be one of great importance to the Town.

I shall remain in contact with the Mayor, Commissioners and the Manager to periodically provide updates, analysis and advice on this important issue should any new developments occur.

Important Meeting Dates:

State Legislature

2025 Regular Legislative Session

May 2, 2025

Last Day of the Regular Legislative Session

INCIDENTNUMBER	INCIDENTTYPEDESCRIPTION	ALLDISPOS	BEATNAM	INCIDENTI
FPK25032400000560	ELEVATOR RESCUE	CL	27A	03/24/202
FPK25030500000432	GAS LEAK/GAS ODOR	CL	27B	03/05/202
FPK25031300000487	HIGH HAZARD STRUCTURE FIRE	CL, CL, CL	27A	03/13/202
FPK25031200000483	RESIDENTIAL FIRE	CFD, CL	27A	03/12/202
FPK25031400000498	VEHICLE FIRE	REF, NTR	27Y2	03/14/202
FPK25031400000499	VEHICLE FIRE	DUP	27Y2	03/14/202
FPK25031400000500	VEHICLE FIRE	DUP	27Y2	03/14/202
FPK25033100000605	VEHICLE FIRE	CL	27A	03/31/202
FPK25032800000586	ASSAULT	TFR	27A	03/28/202
FPK25030300000420	SUICIDE ATTEMPT	TFR	27A	03/03/202
FPK25032600000574	SHOOTING	TFR, TFR	27B	03/26/202
FPK25032500000570	SEXUAL BATTERY	NTR	27A	03/25/202
FPK25031600000511	DOMESTIC DISTURBANCE	REF	27B	03/16/202
FPK25032100000537	HIT & RUN ON HIGHWAY	CL	27Y1	03/21/202
FPK25032300000552	HIT AND RUN WITH INJURIES	CL, CL	27A	03/23/202
FPK25030100000409	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27B	03/01/202
FPK25030200000419	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27A	03/02/202
FPK25030300000422	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27B	03/03/202
FPK25031100000477	FIRE ALARM - COMMERCIAL STRUCTURE	CCL	27B	03/11/202
FPK25031200000480	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27A	03/12/202
FPK25031500000507	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27A	03/15/202
FPK25031600000510	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27A	03/16/202
FPK25032100000539	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27A	03/21/202
FPK25032700000576	FIRE ALARM - COMMERCIAL STRUCTURE	CCL	27B	03/27/202
FPK25032700000584	FIRE ALARM - COMMERCIAL STRUCTURE	CL	27B	03/27/202
FPK25032800000587	FIRE ALARM	CL	27B	03/28/202
FPK25030300000421	MEDICAL ALARM	NTR	27B	03/03/202
FPK25030900000461	MEDICAL ALARM	CCL	27A	03/09/202
FPK25031100000474	FIRE ALARM - MULTI-FAMILY	CL	27A	03/11/202
FPK25030800000451	FIRE ALARM - RESIDENTIAL	CL	27B	03/08/202
FPK25030600000443	ACCIDENT ROLLOVER OR EXTRICATION	TFR	27Y1	03/06/202
FPK25032000000532	ACCIDENT ROLLOVER OR EXTRICATION	CL	27Y1	03/20/202
FPK25032000000533	ACCIDENT ROLLOVER OR EXTRICATION	DUP	27Y1	03/20/202
FPK25030100000410	ACCIDENT HIGHWAY	CL	27Y1	03/01/202
FPK25030100000412	ACCIDENT HIGHWAY	CL	27Y1	03/01/202
FPK25030500000429	ACCIDENT HIGHWAY	DUP	27Y2	03/05/202
FPK25030100000414	ACCIDENT HIGHWAY	CL, CL	27Y1	03/01/202
FPK25030500000433	ACCIDENT HIGHWAY	CL, NTR	27Y1	03/05/202
FPK25030400000426	ACCIDENT HIGHWAY	NTR	27Y2	03/04/202
FPK25030800000455	ACCIDENT HIGHWAY	DUP	27Y2	03/08/202
FPK25030800000454	ACCIDENT HIGHWAY	TFR, CL, CL	27Y2	03/08/202
FPK25031400000497	ACCIDENT HIGHWAY	NTR	27Y1	03/14/202
FPK25031500000506	ACCIDENT HIGHWAY	UNF	27Y1	03/15/202
FPK25031600000513	ACCIDENT HIGHWAY	NTR, UNF, 27Y2		03/16/202
FPK25031900000525	ACCIDENT HIGHWAY	NTR, NTR	27Y1	03/19/202
FPK25032000000534	ACCIDENT HIGHWAY	DUP	27Y1	03/20/202

FPK25032100000540	ACCIDENT HIGHWAY	TFR	27Y1	03/21/202
FPK25032200000545	ACCIDENT HIGHWAY	CL	27Y1	03/22/202
FPK25032300000556	ACCIDENT HIGHWAY	NTR	27Y1	03/23/202
FPK25032300000557	ACCIDENT HIGHWAY	DUP	27Y1	03/23/202
FPK25032400000558	ACCIDENT HIGHWAY	UNF	27Y1	03/24/202
FPK25032200000546	ACCIDENT HIGHWAY	NTR	27Y2	03/22/202
FPK25032500000566	ACCIDENT HIGHWAY	NTR	27Y1	03/25/202
FPK25032600000572	ACCIDENT HIGHWAY	CL, CL	27Y1	03/26/202
FPK25032700000575	ACCIDENT HIGHWAY	REF	27Y2	03/27/202
FPK25032700000581	ACCIDENT HIGHWAY	TFR	27Y1	03/27/202
FPK25032900000595	ACCIDENT HIGHWAY	NTR, TOA	27Y1	03/29/202
FPK25032700000577	ACCIDENT HIGHWAY	DUP	27Y2	03/27/202
FPK25030200000416	ACCIDENT WITH INJURIES	REF, CL	27B	03/02/202
FPK25030200000417	ACCIDENT WITH INJURIES	CL, NTR	27B	03/02/202
FPK25030400000427	ACCIDENT WITH INJURIES	NTR	27B	03/04/202
FPK25030600000445	ACCIDENT WITH INJURIES	NTR	27B	03/06/202
FPK25030800000458	ACCIDENT WITH INJURIES	NTR	27A	03/08/202
FPK25030600000441	ACCIDENT WITH INJURIES	TFR, TFR	27B	03/06/202
FPK25030700000449	ACCIDENT WITH INJURIES	CL	27B	03/07/202
FPK25031300000492	ACCIDENT WITH INJURIES	CPD, CPD	27B	03/13/202
FPK25031200000481	ACCIDENT WITH INJURIES	TFR	27B	03/12/202
FPK25031400000501	ACCIDENT WITH INJURIES	NTR	27A	03/14/202
FPK25031200000482	ACCIDENT WITH INJURIES	NTR, NTR	27B	03/12/202
FPK25031700000517	ACCIDENT WITH INJURIES	REF	27A	03/17/202
FPK25031700000518	ACCIDENT WITH INJURIES	DUP	27A	03/17/202
FPK25032200000543	ACCIDENT WITH INJURIES	REF	27A	03/22/202
FPK25030500000430	ACCIDENT WITH INJURIES	NTR	27B	03/05/202
FPK25032400000559	ACCIDENT WITH INJURIES	DUP	27B	03/24/202
FPK25032800000590	ACCIDENT WITH INJURIES	COS	27B	03/28/202
FPK25033000000598	ACCIDENT WITH INJURIES	REF	27A	03/30/202
FPK25032900000591	ACCIDENT WITH INJURIES	DUP	27B	03/29/202
FPK25032000000535	ACCIDENT WITH INJURIES	NTR	27B	03/20/202
FPK25031900000528	ACCIDENT WITH FIRE	CL	27Y2	03/19/202
FPK25030900000459	ABDOMINAL PAIN	CL	27A	03/09/202
FPK25030300000423	ABDOMINAL PAIN	TFR	27B	03/03/202
FPK25032000000531	ABDOMINAL PAIN	TFR	27B	03/20/202
FPK25030900000462	BACK PAIN	TFR	27B	03/09/202
FPK25031200000478	BURN	REF	27A	03/12/202
FPK25030100000413	CHOKING	TFR	27B	03/01/202
FPK25030500000428	CHEST PAINS NON-TRAUMATIC	CL	27B	03/05/202
FPK25031300000489	CHEST PAINS NON-TRAUMATIC	TFR	27A	03/13/202
FPK25031300000490	CHEST PAINS NON-TRAUMATIC	TFR	27B	03/13/202
FPK25031500000503	CHEST PAINS NON-TRAUMATIC	TOA	27B	03/15/202
FPK25031900000523	CHEST PAINS NON-TRAUMATIC	CL	27A	03/19/202
FPK25032200000547	CHEST PAINS NON-TRAUMATIC	TFR	27A	03/22/202
FPK25032500000563	CHEST PAINS NON-TRAUMATIC	TFR	27A	03/25/202
FPK25032700000578	CHEST PAINS NON-TRAUMATIC	TFR	27B	03/27/202

FPK25032100000541	CARDIAC/RESPIRATORY ARREST	TFR	27A	03/21/202
FPK25031300000496	DIABETIC	TFR	27A	03/13/202
FPK25032500000569	DIABETIC	TFR	27A	03/25/202
FPK25030800000457	FALL NO INJURY	TFR	27A	03/08/202
FPK25031200000485	FALL NO INJURY	TFR	27A	03/12/202
FPK25030200000418	FALL INJURY	TFR	27A	03/02/202
FPK25030400000425	FALL INJURY	TFR	27A	03/04/202
FPK25030500000436	FALL INJURY	TFR	27B	03/05/202
FPK25030600000438	FALL INJURY	NTR	27A	03/06/202
FPK25030900000460	FALL INJURY	TFR	27A	03/09/202
FPK25031000000465	FALL INJURY	TOA, TOA	27A	03/10/202
FPK25031000000467	FALL INJURY	TFR	27A	03/10/202
FPK25030400000424	FALL INJURY	TFR	27A	03/04/202
FPK25030900000464	FALL INJURY	TFR	27A	03/09/202
FPK25031200000479	FALL INJURY	TFR	27A	03/12/202
FPK25031300000493	FALL INJURY	TFR	27A	03/13/202
FPK25031300000495	FALL INJURY	CL	27A	03/13/202
FPK25031800000521	FALL INJURY	NTR	27B	03/18/202
FPK25031800000522	FALL INJURY	CL	27A	03/18/202
FPK25031500000504	FALL INJURY	TFR	27A	03/15/202
FPK25031900000526	FALL INJURY	TFR	27A	03/19/202
FPK25032200000544	FALL INJURY	TFR	27B	03/22/202
FPK25032200000550	FALL INJURY	NTR	27A	03/22/202
FPK25032500000564	FALL INJURY	TFR	27A	03/25/202
FPK25032300000554	FALL INJURY	NTR	27A	03/23/202
FPK25032700000582	FALL INJURY	TFR	27A	03/27/202
FPK25032900000594	FALL INJURY	TFR	27A	03/29/202
FPK25032900000592	FALL INJURY	TFR	27A	03/29/202
FPK25033100000604	FALL INJURY	REF	27A	03/31/202
FPK25032300000553	FALL INJURY	TFR, TFR	27A	03/23/202
FPK25031900000527	FALL INJURY	TFR	27A	03/19/202
FPK25030600000444	HEMORRHAGE OR LACERATION	REF	27B	03/06/202
FPK25031100000469	HEMORRHAGE OR LACERATION	TFR	27A	03/11/202
FPK25031500000502	HEMORRHAGE OR LACERATION	TFR	27A	03/15/202
FPK25031100000476	INJURY	NTR	27A	03/11/202
FPK25031700000516	INJURY	TFR	27B	03/17/202
FPK25032700000583	INJURY	REF	27B	03/27/202
FPK25030500000435	OVERDOSE OR POISONING	REF	27A	03/05/202
FPK25030100000408	UNCONSCIOUS OR FAINTING	REF	27A	03/01/202
FPK25030500000431	UNCONSCIOUS OR FAINTING	TFR	27A	03/05/202
FPK25031200000484	UNCONSCIOUS OR FAINTING	TFR	27B	03/12/202
FPK25031500000505	UNCONSCIOUS OR FAINTING	TFR	27A	03/15/202
FPK25031700000515	UNCONSCIOUS OR FAINTING	TFR	27B	03/17/202
FPK25031700000519	UNCONSCIOUS OR FAINTING	CL	27B	03/17/202
FPK25032200000548	UNCONSCIOUS OR FAINTING	TFR	27A	03/22/202
FPK25032700000585	UNCONSCIOUS OR FAINTING	TFR	27B	03/27/202
FPK25032800000588	UNCONSCIOUS OR FAINTING	CL	27A	03/28/202

FPK25032900000596	UNCONSCIOUS OR FAINTING	TFR	27B	03/29/202
FPK25030700000448	UNCONSCIOUS OR FAINTING	CL	27A	03/07/202
FPK25030500000434	SICK PERSON	TFR	27B	03/05/202
FPK25030700000447	SICK PERSON	NTR	27A	03/07/202
FPK25030800000452	SICK PERSON	NTR	27B	03/08/202
FPK25031000000468	SICK PERSON	TFR	27B	03/10/202
FPK25031100000472	SICK PERSON	REF	27B	03/11/202
FPK25031100000471	SICK PERSON	TFR	27B	03/11/202
FPK25030900000463	SICK PERSON	TFR	27B	03/09/202
FPK25030800000456	SICK PERSON	REF	27A	03/08/202
FPK25031600000509	SICK PERSON	REF	27B	03/16/202
FPK25031600000512	SICK PERSON	TFR	27A	03/16/202
FPK25030700000446	SICK PERSON	TFR	27A	03/07/202
FPK25032100000536	SICK PERSON	TFR	27B	03/21/202
FPK25032100000542	SICK PERSON	TFR	27A	03/21/202
FPK25032300000551	SICK PERSON	TFR	27A	03/23/202
FPK25032400000562	SICK PERSON	TFR	27A	03/24/202
FPK25032300000555	SICK PERSON	TFR	27B	03/23/202
FPK25032700000580	SICK PERSON	TFR	27B	03/27/202
FPK25032200000549	SICK PERSON	NTR	27B	03/22/202
FPK25032800000589	SICK PERSON	TFR	27B	03/28/202
FPK25032500000565	SICK PERSON	CCL	27B	03/25/202
FPK25033000000600	SICK PERSON	TFR	27A	03/30/202
FPK25032900000593	SICK PERSON	TFR	27B	03/29/202
FPK25032500000568	SICK PERSON	TFR	27A	03/25/202
FPK25031000000466	STROKE	TFR	27A	03/10/202
FPK25032400000561	STROKE	TFR	27A	03/24/202
FPK25032700000579	STROKE	TFR	27A	03/27/202
FPK25031100000475	SEIZURE	TFR	27A	03/11/202
FPK25030100000415	SEIZURE	NTR	27A	03/01/202
FPK25031300000494	SEIZURE	TFR	27A	03/13/202
FPK25032600000573	SEIZURE	TFR	27B	03/26/202
FPK25030600000442	TROUBLE BREATHING	TFR	27B	03/06/202
FPK25030700000450	TROUBLE BREATHING	NTR	27A	03/07/202
FPK25031100000470	TROUBLE BREATHING	CL	27A	03/11/202
FPK25031300000491	TROUBLE BREATHING	TFR	27A	03/13/202
FPK25031600000508	TROUBLE BREATHING	TFR	27A	03/16/202
FPK25031700000514	TROUBLE BREATHING	TFR	27A	03/17/202
FPK25031800000520	TROUBLE BREATHING	TFR	27A	03/18/202
FPK25031900000524	TROUBLE BREATHING	CL	27A	03/19/202
FPK25032000000530	TROUBLE BREATHING	TFR	27A	03/20/202
FPK25032500000567	TROUBLE BREATHING	TFR	27B	03/25/202
FPK25033100000601	TROUBLE BREATHING	CL	27B	03/31/202
FPK25033100000602	TROUBLE BREATHING	TFR	27B	03/31/202
FPK25032600000571	TROUBLE BREATHING	TFR	27B	03/26/202
FPK25030100000411	UNKNOWN MEDICAL	NTR	27A	03/01/202
FPK25030500000437	UNKNOWN MEDICAL	NTR	27A	03/05/202

FPK25030600000439	UNKNOWN MEDICAL	CL	27B	03/06/202
FPK25031300000488	UNKNOWN MEDICAL	TOA	27Y2	03/13/202
FPK25032100000538	UNKNOWN MEDICAL	TFR	27B	03/21/202
FPK25033000000599	UNKNOWN MEDICAL	NTR	27A	03/30/202
FPK25030100000407	FIRE OR MEDICAL SERVICE CALL	CL	27B	03/01/202
FPK25030600000440	FIRE OR MEDICAL SERVICE CALL	CL	27A	03/06/202
FPK25030800000453	FIRE OR MEDICAL SERVICE CALL	NTR, NTR	27A	03/08/202
FPK25031100000473	FIRE OR MEDICAL SERVICE CALL	CL, NTR	27B	03/11/202
FPK25031300000486	FIRE OR MEDICAL SERVICE CALL	CL	27A	03/13/202
FPK25032000000529	FIRE OR MEDICAL SERVICE CALL	CL	27A	03/20/202
FPK25032900000597	FIRE OR MEDICAL SERVICE CALL	CL	27A	03/29/202
S25 FIRE			8	
S4 VEHICLE ACCIDENT			26	
S4H VEHICILE ACCIDENT/HIGHWAY			25	
S49 ALARM			15	
S67 MEDICAL			117	
S68 SERVICE CALL			7	
TOTAL			198	

FIRSTUNIT	FIRSTUNIT ROUTE	CLOSED TIME	INCIDENT TYPE	PRIMARY OFFICER ID
03/24/202	03/24/202	03/24/2025 13:37:02	S25EV	E27
03/05/202	03/05/202	03/05/2025 15:05:33	S25GL	R27
03/13/202	03/13/202	03/13/2025 08:20:18	S25HH	R27
03/12/202	03/12/202	03/12/2025 15:52:49	S25RS	R27
03/14/202	03/14/202	03/14/2025 06:08:00	S25VF	E27
01/01/000	01/01/000	03/14/2025 05:21:02	S25VF	
01/01/000	01/01/000	03/14/2025 05:20:56	S25VF	
03/31/202	03/31/202	04/01/2025 00:06:07	S25VF	E27
03/28/202	03/28/202	03/28/2025 09:20:28	S31IJ	R27
03/03/202	03/03/202	03/03/2025 09:41:12	S32	R27
03/26/202	03/26/202	03/27/2025 00:11:38	S33	R27
03/25/202	03/25/202	03/25/2025 21:41:27	S35IJ	R227
03/16/202	03/16/202	03/16/2025 21:08:02	S38IJ	R90
03/21/202	03/21/202	03/21/2025 13:10:49	S3H	R27
03/23/202	03/23/202	03/23/2025 11:11:07	S3I	R227
03/01/202	03/01/202	03/01/2025 10:19:59	S49CF	E7
03/02/202	03/02/202	03/02/2025 06:43:38	S49CF	E27
03/03/202	03/03/202	03/03/2025 17:21:58	S49CF	E27
03/11/202	01/01/000	03/11/2025 22:00:02	S49CF	E27
03/12/202	03/12/202	03/12/2025 12:01:02	S49CF	E27
03/15/202	03/15/202	03/15/2025 23:53:11	S49CF	E27
03/16/202	03/16/202	03/16/2025 17:33:23	S49CF	E27
03/21/202	03/21/202	03/21/2025 16:15:46	S49CF	E27
03/27/202	01/01/000	03/27/2025 01:00:24	S49CF	E7
03/27/202	03/27/202	03/27/2025 19:46:37	S49CF	E27
03/28/202	03/28/202	03/28/2025 09:06:42	S49F	E27
03/03/202	03/03/202	03/03/2025 17:13:50	S49M	R27
03/09/202	01/01/000	03/09/2025 11:25:53	S49M	R27
03/11/202	03/11/202	03/11/2025 20:19:31	S49MF	E27
03/08/202	03/08/202	03/08/2025 04:29:05	S49RS	E27
03/06/202	03/06/202	03/06/2025 14:37:07	S4E	R227
03/20/202	03/20/202	03/20/2025 19:02:24	S4E	R27
01/01/000	01/01/000	03/20/2025 18:40:48	S4E	
03/01/202	03/01/202	03/01/2025 17:01:28	S4H	R27
03/01/202	03/01/202	03/01/2025 18:52:58	S4H	R27
03/05/202	03/05/202	03/05/2025 05:48:03	S4H	R227
03/01/202	01/01/000	03/01/2025 19:25:40	S4H	R90
03/05/202	03/05/202	03/05/2025 16:54:26	S4H	R27
03/04/202	03/04/202	03/04/2025 20:16:12	S4H	R227
01/01/000	01/01/000	03/08/2025 13:58:09	S4H	
03/08/202	03/08/202	03/08/2025 14:46:45	S4H	R27
03/14/202	03/14/202	03/14/2025 05:05:45	S4H	R27
03/15/202	03/15/202	03/15/2025 22:16:12	S4H	R27
03/16/202	03/16/202	03/16/2025 21:25:18	S4H	R7
03/19/202	03/19/202	03/19/2025 09:12:02	S4H	R27
01/01/000	01/01/000	03/20/2025 18:42:28	S4H	

03/21/20203/21/20203/21/2025 19:59:57	S4H	R27
03/22/20203/22/20203/22/2025 13:42:20	S4H	R27
03/23/20203/23/20203/23/2025 22:08:35	S4H	R27
01/01/00001/01/00003/23/2025 21:57:33	S4H	
03/24/20201/01/00003/24/2025 11:54:21	S4H	R27
03/22/20201/01/00003/22/2025 13:48:31	S4H	R27
03/25/20203/25/20203/25/2025 15:42:28	S4H	R27
03/26/20203/26/20203/26/2025 15:22:04	S4H	R27
03/27/20203/27/20203/27/2025 01:18:09	S4H	R227
03/27/20203/27/20203/27/2025 14:30:26	S4H	R7
03/29/20203/29/20203/29/2025 14:56:25	S4H	R227
01/01/00001/01/00003/27/2025 01:03:54	S4H	
03/02/20203/02/20203/02/2025 01:24:23	S4I	R27
03/02/20201/01/00003/02/2025 01:17:15	S4I	R227
03/04/20203/04/20203/04/2025 20:23:28	S4I	R7
03/06/20203/06/20203/06/2025 21:29:32	S4I	R27
03/08/20203/08/20203/08/2025 19:57:29	S4I	E27
03/06/20203/06/20203/06/2025 12:33:33	S4I	R227
03/07/20203/07/20203/07/2025 14:08:50	S4I	R27
03/13/20201/01/00003/13/2025 17:57:11	S4I	R27
03/12/20203/12/20203/12/2025 12:48:51	S4I	R27
03/14/20203/14/20203/14/2025 07:24:30	S4I	R27
03/12/20201/01/00003/12/2025 13:11:32	S4I	R27
03/17/20203/17/20203/17/2025 21:23:35	S4I	R27
01/01/00001/01/00003/17/2025 20:49:33	S4I	
03/22/20203/22/20203/22/2025 02:14:44	S4I	R27
03/05/20203/05/20203/05/2025 09:35:14	S4I	R27
01/01/00001/01/00003/24/2025 12:51:31	S4I	
03/28/20203/29/20203/29/2025 00:12:36	S4I	R27
03/30/20203/30/20203/30/2025 00:18:55	S4I	R27
01/01/00001/01/00003/29/2025 00:03:45	S4I	
03/20/20203/20/20203/20/2025 19:02:35	S4I	R7
03/19/20203/20/20203/20/2025 00:37:29	S4VF	E27
03/09/20203/09/20203/09/2025 03:41:43	S67AP	R27
03/03/20203/03/20203/03/2025 21:29:45	S67AP	R27
03/20/20203/20/20203/20/2025 08:33:09	S67AP	R27
03/09/20203/09/20203/09/2025 12:30:40	S67BP	R27
03/12/20203/12/20203/12/2025 10:58:29	S67BU	R27
03/01/20203/01/20203/01/2025 19:33:15	S67CK	R105
03/05/20203/05/20203/05/2025 01:30:14	S67CP	R227
03/13/20203/13/20203/13/2025 12:48:26	S67CP	R227
03/13/20203/13/20203/13/2025 13:39:54	S67CP	R27
03/15/20203/15/20203/15/2025 09:23:24	S67CP	R227
03/19/20203/19/20203/19/2025 04:25:58	S67CP	R227
03/22/20203/22/20203/22/2025 17:09:53	S67CP	R27
03/25/20203/25/20203/25/2025 06:50:51	S67CP	R227
03/27/20203/27/20203/27/2025 03:25:43	S67CP	R7

03/21/20203/21/20203/21/2025 21:56:37	S67CR	R227
03/13/20203/14/20203/14/2025 01:09:33	S67DB	R27
03/25/20203/25/20203/25/2025 21:55:58	S67DB	R27
03/08/20203/08/20203/08/2025 19:50:07	S67F	E27
03/12/20203/12/20203/12/2025 21:29:39	S67F	R27
03/02/20203/02/20203/02/2025 03:18:15	S67FI	R27
03/04/20203/04/20203/04/2025 17:49:35	S67FI	R27
03/05/20203/05/20203/05/2025 23:22:32	S67FI	R27
03/06/20203/06/20203/06/2025 07:15:22	S67FI	R27
03/09/20203/09/20203/09/2025 07:49:01	S67FI	R27
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03/20/20203/20/20203/20/2025 01:26:27	S67TB	R27
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03/26/20203/26/20203/26/2025 06:37:10	S67TB	R27
03/01/20203/01/20203/01/2025 17:11:32	S67UM	R227
03/05/20203/05/20203/05/2025 22:59:18	S67UM	R7

03/06/20203/06/20203/06/2025 07:27:02	S67UM	R227
03/13/20203/13/20203/13/2025 10:37:59	S67UM	R227
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03/11/20203/11/20203/11/2025 13:20:50	S68	E27
03/13/20203/13/20203/13/2025 06:37:09	S68	E27
03/20/20203/20/20203/20/2025 00:29:59	S68	E60
03/29/20203/29/20203/29/2025 23:42:57	S68	E27



Agenda Item Report

Subject:	Approval of Minutes April 7, 2025 - Workshop Commission Meeting April 8, 2025 - Special Workshop Commission Meeting April 9, 2025 Regular Commission Meeting
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[04.07.2025- Workshop Commission Meeting](#)

[04.08.2025- Special Wprkshop Commission Meeting](#)

[04.09.2025 - Regular Commission Meeting](#)



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Monday, April 7, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, April 7, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:06 p.m.

2 PLEDGE OF ALLEGIANCE

Led by the Mayor and the Commissioner.

3 ROLL CALL

The meeting was called to order at 6:06 p.m. by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed, Erik Morrisette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner, Clerk Commissioner William R. Hodgkins and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Mark Pakula, Information Technology Director; David Lynch, Town Manager; Captain Michael Kane, Fire Chief; James Davermann, Finance Director; Stanley Merantus, Public Works Director; Osmanny Olarzabal, Deputy Director Public Works Director; Jason Ochoa, Deputy Chief, and Daniel DeCoursey, Chief.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions and withdrawals to the agenda.

10.8 Consideration and Approval of Amendment of Original Agreement of the Gehring Group to include expand the scope to include a Compensation Study.

There have been ongoing issues with job descriptions, and Commissioner Jacobs requested a study to evaluate current compensation levels and ensure they align with job duties and market standards.

John Mueller of the Gehring Group explained that the firm regularly conducts compensation studies across Florida. The process involves reviewing all employee positions and the current pay plan, then benchmarking them against 10 to 15 comparable agencies in the region. Agencies are selected based on similarities in size and scope. The study identifies the closest matches to each position and works with the Town to determine the desired market percentile for compensation. A new pay plan is then developed based on that percentile. The process also includes a review of the current employee roster and a compression analysis to ensure internal equity. The proposed cost for the study is \$20,000.

Mayor Mohammed directed the Town Clerk to place the item on the consent agenda for a vote.

5 PRESENTATIONS

There were no presentations.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Monthly Department Updates:

Finance Director Davermann informed the Commission that the Finance Department is currently halfway through the audit process, with approximately 50% of the requested files uploaded and submitted. He emphasized that all remaining documents related to the audit are expected to be submitted by the deadline of April 25th.

Finance Director Davermann also provided a brief preview of the year-to-date budget, noting that a more comprehensive Mid-Year Budget Review will be presented at the upcoming Regular Commission Meeting on Wednesday. This review will offer a detailed analysis of the Town's current financial performance and updated projections.

7 PLANNING CONSULTANT- MICHAEL VONDER-MEULEN

7.1 Pembroke Park Villas LLC - Site Plan Approval - Planning Consultant

Vonder Meulen

File No: 22-SP-02

Applicant: Pembroke Park Villas LLC

Address: 4945 SW 41 Street

Request: The applicant is requesting a site plan approval for a new construction for 28 units townhome.

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 22-SP-02 LOCATED AT 4945 SOUTHWEST 41ST STREET, PEMBROKE PARK, FL/ PEMBROKE PARK VILLAS-28-UNIT TOWNHOME PROJECT; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Michael Vonder Meulen presented the site plan for the Pembroke Park Villas project. He explained that the development will feature villa/townhome-style residences located on County Line Road. The project will consist of four three-story buildings, totaling 28 residential units. Approximately 56,000 square feet of open space and recreational areas are planned, including features such as an outdoor gym, picnic area, and designated parking—two spaces per unit, along with additional guest parking.

Clerk Commissioner Hodgkins inquired about the status of the backlot connection issue.

Town Attorney Horowitz clarified that Agenda Item 7.1 is a quasi-judicial matter, which is why the Commission is hearing from the planning consultants, the applicants, and the applicant's counsel, Mr. Coella. All presentations related to this item will be made at both today's and Wednesday's Commission Meeting to establish the judicial record. A decision on whether to adopt the item will follow.

Mayor Mohammed instructed the Town Clerk to place the item on the next regular commission meeting given proper notice.

7.2 Awnings by Valrose - Sign Variance - Planning Consultant Vonder Meulen

File No: 25-SV-01

Applicant: Awnings by Valrose on behalf of 1730 PR LLC

Address: 1730 SW 30th Avenue

Request: The applicant is requesting four (4) variances from the sign code to increase the length and height of the sign. This application requests a variance from Section 21-20. (c).1.A limiting the letter height and Section 21-20. (c).1. B limiting the length of the sign.

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 25-SV-01 AND GRANTING FOUR (4) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 1730 SW 30TH AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Planning Consultant Vonder Meulen presented a sign variance application related to the warehouse building located at Pembroke Road and Southwest 30th Avenue. He explained that a total of four variances are being requested—two signs, each requiring two different types of variances. He provided visuals, including design renderings and the proposed locations of the signs.

Commissioner Jacobs inquired whether the building successfully passed its 40-year structural inspection.

Mayor Mohammed instructed the Town Clerk to place the item on the next regular commission meeting given proper notice.

8 ORDINANCE – 2ND READING

8.1 Speed Camera Program in School Zones - Town Manager Lynch

ORDINANCE NO: 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The Town Manager stated that the Town Attorney has ensured the ordinance is in full compliance with state statute, and reminded everyone that speed camera enforcement is only applicable in school zones. He referenced a memo from the Mayor that he had reviewed and expressed his support for the ordinance, requesting its adoption.

The Town Manager explained that, under state law, 60% of the revenue from speed camera citations is allocated to the local municipality, 20% to the State's General Fund, \$12 to the local school district, and \$3 to the Florida Department of Law Enforcement Criminal Justice Standards and Training Trust Fund, as well as to the School Crossing Guard Recruitment and Retention Program.

He acknowledged that no program is perfect but emphasized that this is a well-structured and beneficial program for the Town.

The Town Attorney noted that the Commission previously heard this ordinance on first reading at the last meeting and confirmed that no changes have been made since then. He reiterated that the ordinance is strictly construed in accordance with state law, as the Town Manager previously indicated. He then asked the Town Clerk to confirm whether the ordinance had been properly advertised.

The Town Clerk affirmed that the required advertisement had been completed.

The Town Attorney concluded by stating that the item will appear on the agenda for the next meeting for its second reading and public hearing.

9 NEW BUSINESS

9.1 Consideration and approval of an Underground Drainage Pipe Easement Agreement between the Town and Pembroke Park Villas, LLC - Town Manager Lynch

Town Planner Vonder Meulen presented the Easement Agreement related to the Pembroke Park Villas development. He explained that the proposal involves connecting the development's sewer system to an existing line located in the property to the north. The Town's technical team reviewed the proposal and initially identified several issues, concerns, and questions, all of which have since been fully resolved. As a result, the easement agreement between the Town and Pembroke Park Villas is now ready for consideration.

Town Attorney Horowitz discussed Item 9.1, explaining the key provisions of the easement agreement proposed by the developer. The agreement grants the Town several important rights, including the ability to access the property for future maintenance of the utility connections, ensuring the sewage system remains operational. It also includes provisions for a flow meter or similar device to accurately track water and sewer consumption, which is crucial for revenue collection. Additionally, the agreement requires the developer to provide a bond to cover potential future maintenance costs, ensuring the Town has the necessary funds if needed. Finally, the agreement includes legal protections to safeguard the Town's interests.

The Town Clerk informed the commission that the item had not been properly advertised, meaning it would be heard in May.

Commissioner Jacobs raised a concern, stating that a former Public Works Director and a contractor had entered Town Hall, specifically the third floor where records were stored, and removed an undetermined number of records. He noted that these records were returned to the Building Department several weeks later.

Mayor Mohammed directed the Town Clerk to add the item to the consent agenda for a vote.

9.2 Surplus of Unused Town Hardware Property - IT Director Mark Pakula

IT Director Mark Pakula presented the Surplus of Unused Town Hardware Property, explaining that this process occurs every 10 years. A master list is created of old hardware purchased from companies, and the town receives funds in return.

Town Attorney Horowitz clarified that according to Section 2-137, the commission must approve any list of items designated to be sold as surplus.

Commissioner Jacobs inquired whether the town knows the original purchase value and the estimated current value of the items on the list. He expressed concerns about past instances where town employees requested new technology, such as computers, shortly after receiving replacements for malfunctioning items. He highlighted potential issues of fraud, waste, and abuse related to technology spending in the town.

IT Director explained that the value of these items depends on the bids received but noted that the town would likely receive only a fraction of the original value. He added that he hoped a company would take all the

items at once and certify their destruction. He mentioned that if the town receives \$1,000, it would be considered a good outcome, and the Finance Department would need to review the original costs of the items.

Vice Mayor commented that old computers generally have little value and that often it is more cost-effective to replace broken items than to repair them.

Commissioner Hodgkins clarified that the items being discussed are all end-of-life.

IT Director Pakula asked anyone with proof of fraud or misuse to report it so he could address it immediately.

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

9.3 Motorola Bridge for new Police RMS software - IT Director Mark Pakula

IT Director explained that the town has implemented a new RMS system, specifically Smart Cop, and that Motorola needs to design a bridge to ensure compatibility with the new system. This bridge is crucial for communication with the county, and an additional cost is required to complete this work.

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

9.4 Approval of Minutes - Town Clerk Garcia-Lima
February 12, 2025, Regular Commission Meeting
February 26, 2025, Special Commission Meeting
February 26, 2025, Workshop Commission Meeting
March 13, 2025, Regular Commission Meeting

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

9.5 Consideration and Approval to use Blue Digital for Scanning Services for Digitization of Town Records - Town Clerk Garcia-Lima

Town Clerk explained that the initiative is for the digitalization of town records. She has begun compiling all records, as the records room is full. A total of 120 boxes have already been shredded, and now the focus is on scanning the documents that must be kept on file. Three quotes were

received, and she recommended Blue Digital as the preferred company due to their reasonable cost, with a not-to-exceed amount of \$35,000.

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

9.6 Broward County Escheating Property to the Town - Town Manager Lynch
RESOLUTION NO.: 2025-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY OWNED BY BROWARD COUNTY PURSUANT TO SECTION 197.592(3), FLORIDA STATUTES WITH PARCEL ID # 514229000059 BY QUIT CLAIM DEED FROM BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney commented that the Broward County Planning and Land Use Department contacted him regarding their periodic clean-up of land use maps, which occur twice a year. Under state law, the county can claim "escheated property," typically small slivers of right-of-way, often from abandoned properties or those taken through a tax deed. These properties are not significant, but the county will convey them to the town via a quick claim deed at no cost.

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

9.7 ARPA, Restoration 3rd Floor & Emergency Operation Center, Portable Office Public Works & Installation, Furnishing of 3rd Floor Renovations

IT Director Pakula explained that the request is for ARPA funds, covering all three categories. He is requesting \$56,592 to improve the town's security system, install more cameras around the town, and enhance the infrastructure for the third floor and other areas of the town. He is asking for a not-to-exceed amount of \$66,000, due to the impact of tariffs, which have caused the quotes to be valid for only 5 to 7 days.

Mayor Mohammed asked the Town Attorney if this request violates procurement rules.

Town Attorney advised the Mayor that he has had lengthy conversations about this item, particularly regarding the timing issues related to the grant.

Mayor Mohammed instructed the Town Clerk to add the item to the consent agenda for a vote.

10 DISCUSSION

- 10.1 Discussion and possible action to direct the Town Attorney's Office to draft an ordinance amending Chapter 18 of the Town's Code of Ordinances to prohibit the full rental of the Town's public park to private entities - Commissioner Jacobs

Commissioner Jacobs asked the Town Attorney to review the matter, advising that it needs to be brought before the commission for discussion. He proposed directing the town attorney's office to draft an ordinance for Chapter 8 of the town's code of ordinances, prohibiting the full rental of the town's park to private entities. He emphasized that town parks are funded by taxpayers and should always remain accessible to the public. He would like to move forward with an ordinance to prevent this.

Vice Mayor asked for clarification on whether the rental of the park would still allow others to access the park.

Commissioner Jacobs clarified that the entire park should not be rented out.

Commissioner Hodgkins expressed agreement with Commissioner Jacobs, adding that the public should be aware when parks are going to be rented.

Town Attorney commented that if the commission wishes to move forward, they should direct the staff to draft an ordinance to codify their intent at a future meeting.

Mayor Mohammed suggested that there should either be no payment for parking or some exceptions based on content.

- 10.2 Discussion and Possible Action for AEDs and Smoke Alarms - Vice Mayor Morrisette

Vice Mayor Morrisette thanked the Finance Director, for bringing attention to the lack of smoke alarms on the second and third floors of town hall, as well as the absence of AEDs on all floors for emergencies.

Chief Kane came forward to discuss inspections and the importance of having AEDs available.

Mayor Mohammed commented that this issue had occurred before and needed to be addressed. She instructed the Public Works Director to install a suppression system in the kitchen.

Vice Mayor Morrisette asked Chief Kane if he could train staff in handling small fire situations and suppression techniques.

Chief Kane agreed to provide the necessary training for staff.

- 10.3 Discussion and possible action to direct the Town Attorney to prepare a resolution designating members of the Town Commission to serve in an oversight capacity in charge of certain Town departments - Clerk Commissioner Hodgkins

Town Attorney Horowitz explained that Items 10.3 and 10.4 were placed on the agenda by Clerk Commissioner Hodgkins, as both items are related. Regarding 10.3, in May 2023, the commission adopted a resolution designating officers for various commission members. This appointed Vice Mayor Morrisette to oversee both the police and fire departments, Acting Clerk Commissioner Kashem to oversee the parks department, and Clerk Commissioner Hodgkins to oversee the public works department. Town Attorney Horowitz mentioned there is a form resolution as backup and requested that the commission consider it on Wednesday. No action would be taken at the current meeting, but it may be finalized at the upcoming regular commission meeting.

- 10.4 Selection of a Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner pursuant to Section 9 of the Town Charter - Town Attorney Horowitz

RESOLUTION NO: 2025-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING

CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz continued to Item 10.4, explaining that a ballot referendum in November had amended the charter, requiring the election of various officers every April of odd-numbered years. This item is now presented for the commissioners' consideration.

Mayor Mohammed asked the commissioners how they would like to proceed with voting.

Vice Mayor Morrisette remarked that the residents had requested the commissioners to rotate positions every two years. He suggested that while not all positions need to rotate, it would be beneficial for the Mayor and Clerk Commissioner to swap positions, leaving the other roles as they are.

Commissioner Jacobs asked the Town Attorney for clarification on the statute.

Town Attorney Horowitz explained that the statute requires the commission to designate its members every other April to serve as Mayor, Clerk Commissioner, Vice Mayor, and Acting Clerk Commissioner. The commission is not restricted from reappointing someone to the same position if they choose.

Commissioner Jacobs expressed his desire to take on the Mayor position for the next two years and lead the town positively, suggesting that positions could be reassessed afterward.

Clerk Commissioner Hodgkins then directed the Public Works Director to provide an update on the town's lift stations.

The Town Attorney suggested that due to the lack of consensus on the two items, both resolutions—the appointments of commission positions and the designation of oversight roles—be added to the agenda for Wednesday with placeholders, as done in previous years. He also commented on Commissioner Jacobs' remarks, explaining that while those are operational issues, there has been no indication that any commissioner has violated the Sunshine Law.

Mayor Mohammed clarified that it is not illegal for commissioners to have conversations with town staff. She agreed with Commissioner Jacobs that each position has its responsibilities, emphasizing that the Mayor

oversees administration, while the Vice Mayor manages finance, as outlined in the charter.

Public Works Director Merantus updated the commission, stating that he holds regular meetings and provides weekly reports to Clerk Commissioner Hodgkins, with a good working relationship. He expressed excitement about the Wastewater Master Plan, which he believes will greatly benefit the town's lift stations.

Commissioner Jacobs mentioned that he was responsible for securing funding from the state legislature for the Stormwater Project, marking the first time the town had obtained state funding for such a project.

Town Attorney confirmed that both items would be placed on the agenda for Wednesday, April 9, 2025.

10.5 Human Resources Director Position - Town Manager Lynch

Discussion and possible action to approve the Town Manager's recommendation to hire Bradley Frishman as the Human Resources Director, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Frishman consistent with the Town's manual of personnel policies.

The Town Manager informed the Commission that he had interviewed Mr. Fishman for the position of Human Resources Director, and that commission had received resumes of potential hires for their review and consideration.

Vice Mayor Morrisette moved to carry the item to the Consent Agenda; however, Mayor Mohammed requested that it remain listed as a line item for further discussion.

Commissioner Jacobs read his recommendation in support of Mr. Fishman into the record.

Mayor Mohammed asked Kristen from the Human Resources Department to clarify how the seven resumes were selected from the pool of 99 applications.

Kristine explained that all 99 resumes were reviewed and evaluated based on the following criteria: government experience, veteran status, director or management-level experience, and hands-on operational experience ("ground floor doers").

Following discussion, Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

10.6 Consideration and approval to award Agreement for the Construction of the SW 25th St Stormwater Improvement Project - Public Works Director Merantus

It was recommended that the Town Commission enter into an agreement with Southeastern Engineering Contractors, Inc. ("Southeastern") for the construction of the SW 25th Street Stormwater Improvement Project, in the amount of three million one hundred forty thousand one hundred ninety dollars and 00/100 (\$3,140,190.00).

Public Works Director Stanley Merantus addressed the Commission and explained that the project was rebid twice through a Request for Proposals (RFP) process. After thorough review, Southeastern was selected as the most responsive and reasonable contractor to move forward with the construction phase of the project. He recommended proceeding.

Mayor Mohammed inquired whether the selected contractor's proposal was within the appropriate price range and aligned with the scope of services required for the project.

Public Works Director Merantus confirmed that the proposal was indeed within the price range outlined in the scope.

Mayor Mohammed also asked whether the town was maintaining all its lift stations, to which Director Merantus affirmed that all lift stations will be kept.

Following discussion, Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

10.7 Moratorium on Enforcement for Certain Prohibited Signs- Town Manager Lynch

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A NINETY (90) DAY SUSPENSION ON THE ENFORCEMENT OF CERTAIN PROVISIONS OF SEC. 21-19 OF THE TOWN'S CODE OF ORDINANCES RELATED TO PROHIBITED SIGNS; SPECIFICALLY SUSPENDING THE ENFORCEMENT OF THE TOWN'S CODE OF ORDINANCES AS IT RELATES TO SIDEWALK OR SANDWICH SIGNS AND BANNER SIGNS. FLAGS AND PENNANTS, SUBJECT TO CERTAIN

CONDITIONS; AUTHORIZING AND DIRECTING THE TOWN'S PROFESSIONAL STAFF TO TEMPORARILY CEASE THE ENFORCEMENT OF CERTAIN PROHIBITS SIGNS AS SET FORTH IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch addressed the Commission regarding the enforcement moratorium on sandwich board signs (A-frames) and feather signs. He explained that this topic arose after Mayor Mohammed engaged business owners throughout the community to gather input on the Town's proposed new sign ordinance. Several concerns were raised about the current enforcement practices, which appeared inconsistent or unreasonable in some cases. To address these concerns and allow time for thoughtful revisions to the code, the Town Manager proposed a 90-day moratorium on enforcement related to these specific sign types.

Town Attorney Horowitz provided a general update on the comprehensive sign code rewrite, noting that the sign code is a policy-driven document, but also influenced by federal legal precedent, including recent U.S. Supreme Court decisions. These rulings have affected how local governments can regulate signage, particularly as it pertains to content-based restrictions. However, the town still retains authority to regulate sign type, location, size, quantity, and whether signs may be illuminated, animated, or mobile.

PUBLIC COMMENTS

Armed Soverio and Cynthia, business owners at the 4520 Plaza, spoke in support of diverse signage options to support small business marketing and visibility.

David Rasi, owner of Sweenie's, also voiced the importance of effective signage for business exposure and sustainability.

PUBLIC COMMENTS CLOSED

Mayor Mohammed emphasized the importance of supporting the town's business community, highlighting that appropriate and effective signage directly contributes to increased business profitability.

Vice Mayor Morrisette agreed, stating that the town's sign regulations should be modernized to better align with current business and marketing practices, allowing for greater flexibility and relevance.

Commissioner Jacobs acknowledged the need for modernization but urged caution. He noted the growing presence of bright lights, billboards, and continuously illuminated signs, which may negatively affect residents' quality of life. He stressed the importance of finding a balanced approach in the revised ordinance that accommodates both business needs and community standards.

Following the discussion, the Commission directed the Town Clerk to place the proposed 90-day moratorium on enforcement of sandwich board and feather signs on the Consent Agenda for a vote.

11 ATTORNEY COMMENTS

Town Attorney Horowitz informed the Commission that solid waste management is undergoing a countywide reform. Earlier this year, in February, the County Commission adopted ordinances in coordination with Waste Management to facilitate the expansion of the Monarch Hill landfill in Coconut Creek. This expansion is intended to extend the landfill's current six-year lifespan by an additional 20+ years, though financial and regulatory challenges remain.

He noted that if any commissioner wishes to participate in the dispute resolution process to oppose the expansion, they should notify him prior to the upcoming Wednesday meeting, so appropriate action can be taken.

Vice Mayor Morrisette shared that he has attended several Solid Waste Authority meetings and highlighted ongoing difficulties, including lack of cooperation among municipalities. Many towns prefer not to host waste processing facilities (sorting, recycling, or incineration) despite the growing urgency. With limited landfill space remaining, he cautioned that Broward County may have only eight years left less if impacted by a hurricane. The current stopgap solution involves trucking waste to Lake Okeechobee at a cost of \$25 per ton.

Town Attorney Horowitz also mentioned that there is discussion of a potential incinerator facility near US 27 in Miami-Dade County as a possible long-term solution.

12 TOWN MANAGER COMMENTS

The Town Manager did not have any comments.

13 COMMISSIONER COMMENTS

- 13.1 Commissioner Jacobs mentioned leadership starts at the top and being able to build a quality team to push this town forward.

Acting Clerk Commissioner Kashem addressed the Commission regarding an email received from Commissioner Jacobs on March 24, which referenced her recent absence. She clarified that during the February meeting, she had briefly explained her presence in Bangladesh due to participation in the Sister City Program and believed this explanation was understood, including by Commissioner Jacobs. Additionally, she noted receiving an email from a resident, Jean Pierre, expressing concerns about the Commission. She stated her intention to meet with Mr. Pierre and address his concerns directly. In reference to questions raised about her immigration status, Commissioner Kashem invited any resident with concerns to contact her directly, and she would be happy to provide clarification.

Clerk Commissioner Hodgkins remarked that progress in government requires shared knowledge and mutual advancement.

Vice Mayor Morrisette commented on past accusations involving Commissioner Jacobs, asserting that prior actions, particularly during Jacobs' mayoral term, contributed to disruption and public perception issues. He noted that such conduct has made the town a source of ridicule in Tallahassee and emphasized the need for Commissioners to focus on their responsibilities to the voters and move forward constructively.

Mayor Mohammed had no comments.

14 ANNOUNCEMENTS

- 15 ADJOURNMENTS** With no further Town Business the meeting adjourned at 8:44pm

- 15.1 Special Workshop Meeting, Tuesday, April 8, 2025, at 12:00 p.m.
Pension Board Meeting, Wednesday, April 9, 2025, at 6:30 p.m.
Regular Commission Meeting, Wednesday, April 9, 2025, at 7:00 p.m.
Special Magistrate Hearing, Wednesday, April 16, 2025, at 9:00 a.m.
Workshop Commission Meeting, Wednesday, April 30, 2025, at 6:00 p.m.

SPECIAL EVENTS

Eggstravaganza, Saturday, April 12, 2025, from 10:00 a.m. through 2:00 p.m. at Raymond P. Oglesby Park

ATTEST:

Town Clerk

Commission approved on: _____

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

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

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



MINUTES SPECIAL WORKSHOP COMMISSION MEETING

12:00 PM - Tuesday, April 8, 2025
Commission Chambers

The SPECIAL WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, April 8, 2025, at 12:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins and Acting Clerk Commissioner Musfika Kashem

EXCUSED: Commissioner Geoffrey Jacobs

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 12:10pm.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 12:10 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Natalie Monfiston, Assistant to the Clerk, and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 DISCUSSION

5.1 Future Planning Session

Mayor Mohammed explained that she requested the meeting be held in an informal roundtable format, as being on the dais can sometimes inhibit open dialogue. She distributed an Items and Issues discussion list for the Commission to review and share feedback, aiming to foster transparent discussion in a more comfortable setting.

Vice Mayor Morrisette provided an update on audit oversight, stating that the process is currently on schedule.

Town Attorney Horowitz commented on the agenda cover sheet process, confirming that he has been receiving items for legal review due to a strong communicative relationship with the Town Clerk. He emphasized the importance of detailed information on agenda items and noted he would review the procurement process for additional clarification.

Town Manager Lynch shared updates on several key initiatives:

- Restructuring the current grant process and exploring options for a dedicated grant writer.
- Progress on the ARPA funds and the Capital Improvement Plan (CIP), both of which may require an ordinance or vote.
- Potential updates to Business Tax Receipt (BTR) fees, which will also require formal action.
- Development of a budget process in coordination with the Commission, including the scheduling of budget meetings.

Acting Clerk Commissioner Kashem suggested that the potential grant writer should have a regular schedule and office hours to facilitate coordination with staff.

Mayor Mohammed proposed that each commissioner be allocated a part-time assistant, potentially working up to 19 hours per week, to help with their duties.

Commissioners collectively requested the Human Resources Department to provide cross-training opportunities and possibly internships in key departmental roles to promote internal learning and collaboration.

Mayor Mohammed also requested a roundtable meeting with Kevin Linkous, the Horticulture and Recreation Specialist, to further discuss departmental updates and ideas.

6 ATTORNEY COMMENTS

Town Attorney Horowitz had no comments to report.

7 TOWN MANAGER COMMENTS

Town Manager Lynch had no comments to report.

8 ADJOURNMENT

With no further business to discuss, the meeting adjourned at 2:59pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

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

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

Town of Pembroke Park
Special Workshop Commission Meeting
April 8, 2025

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



MINUTES REGULAR COMMISSION MEETING

7:00 PM – Wednesday April 9, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 9, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 7:04pm

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 7:04 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia sGarcia-Lima, Town Clerk; James Davermann, Finance Director,

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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5 PRESENTATIONS / PROCLAMATIONS

5.1 Presentation of a Commendation to Sergeant Dodge and Officer Velazquez

On Wednesday, March 26, Sergeant Dodge and Officer Velazquez responded to a call at an apartment on West Hallandale Beach Boulevard regarding a reported shooting. Upon arrival, they received minimal preliminary information but swiftly assessed the situation upon entry. Inside the apartment, they discovered a child in need of urgent medical attention. Demonstrating exceptional composure and bravery, both officers quickly secured the scene, rescued the child, and brought her to waiting paramedics for immediate treatment. Chief DeCoursey presented Certificates of Commendation to both officers, noting that their actions saved the child's life and represented the best of the department's values. He praised their dedication, professionalism, and service to the community, stating, "Proud is an understatement."

Officer Steven Estevez was also recognized for his outstanding investigative work on Tuesday, March 4. Officer Estevez was contacted by the Palm Beach County Sheriff's Office regarding a 15-year-old female who had been missing since January 22 and was believed to be in Pembroke Park. Officer Estevez conducted a neighborhood canvass, sharing the girl's photo with residents and providing his contact information. His outreach efforts paid off when a concerned citizen called 911 to report a possible sighting. Officer Estevez responded promptly, located the girl, and determined she was a victim of human trafficking. His swift response and diligent investigation were instrumental in recovering the child and removing her from a dangerous situation. Chief DeCoursey lauded Officer Estevez for his tireless commitment and quick action, which directly led to saving a vulnerable child from further harm.

5.2 Recognition of Sponsors for their support and contributions- Mayor Mohammed

Mayor Mohammed recognized not only the sponsors but all the people who have helped the town under her administration over the years in their various capacities.

5.3 Mid-Year Budget Review- Finance Director Davermann

Finance Director Davermann came forward to present the Mid-Year budget review to give the commissioners a lot more visibility and transparency on how the town has been performing budget-wise.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Anna Baptist, 3354 SW 54th Avenue, came forward and commented regarding a recent burglary and her concerns for public safety. On March 27th at approximately 1:00 PM, while at the Swifty Laundromat, Ms. Baptist's vehicle was burglarized, resulting in the theft of her purse and critical personal documents, including her passport, Social Security card, driver's license, and green card. She emphasized the emotional impact, stating that it felt as though "part of her life was taken away." She reported that video footage from the laundromat's security cameras was too unclear to identify the suspect or capture the vehicle's license plate. The perpetrator(s) remain at large. Ms. Baptist urged the Town to consider implementing higher-quality security measures, such as requiring businesses to install proper surveillance cameras and the Town to invest in street-level or license plate reader (LPR) cameras. She stressed that such measures would greatly assist law enforcement in deterring and solving crimes within Pembroke Park.

7 CONSENT AGENDA

- 7.1 Approval of Minutes - Town Clerk Garcia-Lima
February 12, 2025, Regular Commission Meeting
February 26, 2025, Special Commission Meeting
February 26, 2025, Workshop Commission Meeting
March 13, 2025, Regular Commission Meeting

- 7.2 Motorola Bridge for New Police RMS software- IT Director Pakula

- 7.3 Consideration and approval of an Underground Drainage Pipe Easement Agreement between the Town and Pembroke Park Villas – Town Manager Lynch

Town Attorney commented that this item was discussed during the previous workshop meeting. He stated that the developer's counsel is still working through the details of Exhibit C, which contains the legal description of the easement area. He requested that, when the commission approves the item, it be approved subject to confirmation of the legal description by the Town Manager and Town Attorney.

- 7.4 Consideration and Approval to use Blue Digital for Scanning Services for Digitization of Town Records - Town Manager Lynch
- 7.5 Surplus of Unused Town Hardware Property – IT Director Mark Pakula
- 7.6 ARPA, Restoration 3rd Floor and Emergency Operation center, portable office public works and installation, furnishing of 3rd floor renovations-
- 7.7 Broward County Escheating Property to the Town - Town Manager Lynch
RESOLUTION NO.: 2025-011
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY OWNED BY BROWARD COUNTY PURSUANT TO SECTION 197.592(3), FLORIDA STATUTES WITH PARCEL ID # 514229000059 BY QUIT CLAIM DEED FROM BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- 7.8 Moratorium on Enforcement for Certain Prohibited Signs- Town Manager Lynch
RESOLUTION NO.: 2025-013
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A NINETY (90) DAY SUSPENSION ON THE ENFORCEMENT OF CERTAIN PROVISIONS OF SEC. 21-19 OF THE TOWN'S CODE OF ORDINANCES RELATED TO PROHIBITED SIGNS; SPECIFICALLY SUSPENDING THE ENFORCEMENT OF THE TOWN'S CODE OF ORDINANCES AS IT RELATES TO SIDEWALK OR SANDWICH SIGNS AND BANNER SIGNS. FLAGS AND PENNANTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING AND DIRECTING THE TOWN'S PROFESSIONAL STAFF TO TEMPORARILY CEASE THE ENFORCEMENT OF CERTAIN PROHIBITS SIGNS AS SET FORTH IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- 7.9 Consideration and Approval of Amendment of Original Agreement of the Gehring Group to include expand the scope to include a Compensation Study - Town Manager Lynch

- 7.10 Consideration and approval to Award Agreement for the Construction of the SW 25th St Stormwater Improvement Project

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Consent Agenda, with the condition that Item 7.3 be approved subject to confirmation of the legal description by the Town Manager and Town Attorney. Vice Mayor Morrisette seconded the motion and it passed unanimously on a poll vote.

MEETING RESUMED AT 8:09PM

8 ORDINANCES, 2ND READING

- 8.1** Speed Camera Program in School Zones - Town Manager Lynch

ORDINANCE NO: 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Town Manager addressed the commissioners first congratulating Mayor Mohammed for 20 years of outstanding service.

Mayor Mohammed addressed the issue of speed cameras in school zones, raising the following points:

- Misalignment of Hours: She observed that the operating hours of the speed cameras do not match the school hours. She asked for clarification on what hours the cameras will be active.
- Delayed Enforcement: She suggested allowing a delayed enforcement period, where people would first receive warnings as they get accustomed to the cameras.

- Focus on School Infrastructure: She emphasized the need to focus on improving school infrastructure, rather than using the speed cameras as a revenue-generating measure.

Vice Mayor Morrisette stated that the warning lights associated with the speed cameras will only be active during official school hours.

The Town Manager responded to Mayor Mohammed's concerns by explaining that the ordinance aligns with the Florida state statute. The statute permits speed enforcement in school zones from the start of the morning school zone hours until the end of the afternoon school zone hours. He emphasized that continuous enforcement throughout the school day enhances safety, particularly during dismissal times.

The Town Manager added that the enforcement hours are flexible and can be adjusted based on data collected from the program. He also noted that a warning period is built into the system to allow drivers time to adapt before citations are issued.

Regarding the concern that the cameras might serve as a revenue generator, the Town Manager clarified that the program follows state guidelines. He assured the Commission that the primary goal is deterrence, not revenue generation, and that performance metrics in the RFP were weighted accordingly.

The Town Attorney added that the ordinance mandates a minimum 30-day public awareness campaign before citations can be issued, during which only warnings will be given. He also clarified that, per the ordinance, any revenue generated from the speed camera program can only be used for two specific purposes: (1) crossing guard recruitment and (2) a retention program. The funds cannot be used for general budget purposes.

Mayor Mohammed inquired whether the 30-day public awareness period could be extended.

The Town Attorney responded that the ordinance mandates at least 30 days, allowing for the possibility of extension.

The Town Manager confirmed that the awareness period could be extended beyond the minimum requirement. He acknowledged that similar programs in other states have faced criticism for appearing to be revenue-driven but emphasized that the Town's intent is focused on safety, not

profit. He noted that in the Request for Proposals (RFP), the primary evaluation criteria centered on whether the cameras serve as an effective deterrent rather than a financial tool.

The Town Attorney further clarified that, per the ordinance, any revenue generated from the school speed zone detection program is restricted to two specific uses:

- Administering a crossing guard recruitment process, and
- Supporting a retention program for crossing guards.

These funds are not allowed to be allocated to the Town's general fund and are designated solely for these public safety purposes.

ACTION: Vice Mayor Morrisette made a motion to approve ordinance on second reading. Acting Clerk Commissioner Kashem seconded the motion, and it passed on a 4-1 vote with Mayor Mohammed opposing.

9 NEW BUSINESS

10 OLD BUSINESS

11 DISCUSSION

- 11.1** Human Resources Director Position - Town Manager Lynch
Appointment of Bradley Frishman as Human Resources Director, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Frishman consistent with the Town's manual of personnel policies. (REMOVED FROM CONSENT AGENDA)

ACTION: Commissioner Jacobs made a motion to approve Bradley Frishman as Human Resources Director. Vice Mayor Morrisette seconded the motion, and it passed unanimously on a poll vote.

12 COMMISSION REORGANIZATION & APPOINTMENTS

- 12.1** Selection of a Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner pursuant to Section 9 of the Town Charter - Town Attorney Horowitz

RESOLUTION NO: 2025-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER

_____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER

_____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER

_____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney advised that, pursuant to the recent charter amendment approved by the voters of Pembroke Park in November, the Town Commission is required—during the month of April in every odd-numbered year—to appoint officers to serve in the roles of Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner for the upcoming two-year term. The resolution presented to the Commission is a fill-in-the-blank format intended to formally designate each of those appointed individuals.

Commissioner Jacobs stated that he had emailed the commissioners requesting that those seeking officer positions submit both a cover letter and a résumé. He explained that this would provide a clearer understanding of each candidate's background and qualifications relevant to the positions.

Mayor Mohammed acknowledged receiving Commissioner Jacobs' email and shared that she had prepared both her cover letter and résumé in response. She added that during last year's charter amendment process, she researched practices in other municipalities and found that several cities include a requirement in their charters mandating applicants for commission positions to submit a position statement, résumé, and cover letter.

Vice Mayor Morrisette stated he does not have a cover letter, nor a resume prepared.

1st ACTION: Vice Mayor Morrisette made a motion to nominate Clerk Commissioner Hodgkins as mayor. Clerk Commissioner Hodgkins seconded the motion, and motion failed on a poll vote 2-3 with Mayor

Mohammed. Acting Clerk Commissioner Kashem and Commissioner Jacobs opposing.

2nd ACTION: Clerk Commissioner Hodgkins made a motion to nominate Vice Mayor Morrisette as mayor. Vice Mayor Morrisette seconded Clerk Commissioner Hodgkins' motion, and motion failed on a poll vote 2-3 with Mayor Mohammed, Acting Clerk Commissioner Kashem and Commissioner Jacobs opposing.

3rd ACTION: Vice Mayor Morrisette made a motion to nominate Acting Clerk Commissioner Kashem as Mayor. Clerk Commissioner Hodgkins seconded the motion, however; Acting Clerk Commissioner Kashem refused the nomination.

4th ACTION: Clerk Commissioner Hodgkins made a motion to nominate Mayor Mohammed for mayor. Vice Mayor Morrisette seconded the motion, it passed 4-1 with Commissioner Jacobs opposing.

5th ACTION: Vice Mayor Morrisette made a motion to keep the same positions they are currently in. Clerk Commissioner Hodgkins seconded the motion, and it passed 4-1 with Commissioner Jacobs opposing.

ACTION: Clerk Commissioner made a motion to approve the resolution. Vice Mayor Morrisette seconded the motion and it passed with a 4-1 poll vote with Commissioner Jacobs opposing.

- 12.2 Consideration and Possible Action on a Resolution Designating Members of the Town Commission to Serve in an Oversight Capacity for Certain Town Departments - Clerk Commissioner Hodgkins

RESOLUTION NO.: 2025-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

1st ACTION: Vice Mayor Morrisette made a motion to keep the same positions they are currently in. Clerk Commissioner Hodgkins seconded the motion, and it passed 4-1 with Commissioner Jacobs opposing.

ACTION: Vice Mayor Morrisette made a motion to approve the resolution. Clerk Commissioner Hodgkins seconded the motion, and it passed with a 4-1 poll vote with Commissioner Jacobs opposing.

13 ATTORNEY REPORTS

The Town Attorney had no comments.

14 TOWN MANAGER REPORTS

The Town Manager had no comments.

15 COMMISSION REPORTS

Commissioner Jacobs expressed his concern regarding holding commission meetings during regular workday hours. He stated that, as the only commissioner currently maintaining a full-time career, such scheduling excludes him from participating and limits access for working residents and business owners who may also be unable to attend daytime meetings. He further commented that over the past two years, he believes there has been a targeted effort by certain members of the commission to remove him from office, stemming from his role as a whistleblower who exposed significant concerns within the town. Commissioner Jacobs alleged that these actions have resulted in the misuse of approximately \$300,000 in taxpayer funds. He referenced a legal matter from November 2023, in which Mayor Mohammed filed an emergency order of protection against him, describing it as another attempt to restrict his presence at Town Hall. He concluded by stating that continued decisions by the current commission could expose the Town of Pembroke Park to further civil liability and that, in his view, the Town has regressed under the commission's leadership over the last two years.

Mayor Mohammed expressed her heartfelt gratitude and humility for the support she has received from both the community and her fellow commissioners. She emphasized that while there is still significant work ahead, unity and teamwork are essential to making meaningful progress for the Town of Pembroke Park. She directly addressed Commissioner Jacobs, acknowledging his past contributions to improving the town and recognizing the value he brings through his experience and commitment. She encouraged him to take an active role in moving the town forward, stating that his leadership is needed. Mayor Mohammed reminded the Town Manager that each commissioner has expressed interest in having a commissioner assistant liaison and asked that this request be

prioritized. She also conveyed her desire to engage collaboratively with every commissioner, noting that open communication and the exchange of ideas will be vital for success. In closing, she underscored the importance of collective leadership, noting that she and Commissioner Jacobs, as the two most tenured members of the commission, have a responsibility to help guide and mentor the newer commissioners. By working together, she believes the commission can lead the town in a positive and unified direction.

Town Manager Lynch acknowledged the request regarding commissioner assistant liaisons and confirmed that the matter is actively being addressed. He stated that a formal memo will be distributed to all commissioners the following morning.

Clerk Commissioner Hodgkins commended Mayor Mohammed for her dedication and unwavering commitment to the Town of Pembroke Park. He noted that her deep involvement has not gone unnoticed by the community and that residents appreciate her efforts and actively engage with her. He praised her selfless approach to leadership, stating that she steps up when needed without seeking recognition. On behalf of the residents, he congratulated her and expressed how glad he is to see her return.

Acting Clerk Commissioner Kashem extended her gratitude to Mayor Mohammed for her service. She shared that she had a heartfelt conversation with Commissioner Hodgkins and Commissioner Morrisette, during which she apologized for a difficult decision. While she held them in high regard, she expressed that she did not support a mayoral change mid-year, believing it was not the right timing. She added that should there be re-elections, she hopes for future change.

Vice Mayor Morrisette also thanked Mayor Mohammed for her service and stated that he trusts her leadership. He praised the recent initiative to hold informal roundtable discussions, noting that the format was productive. He observed that while commissioners often share similar goals and ideas, they do not always communicate them with one another, and this new platform could help bridge that gap.

16 ANNOUNCEMENTS

- 16.1 Special Magistrate Hearing, Wednesday, April 16, 2025 at 9:00 a.m.
Workshop Commission Meeting, Wednesday, April 30, 2025 at 6:00 p.m.
Regular Commission Meeting, Wednesday, May 14, 2025 at 7:00 p.m.

SPECIAL EVENTS

Eggstravaganza, Saturday, April 12, 2025 at 10:00 a.m. through 2:00 p.m.
at Raymond P. Oglesby Park

17 ADJOURNMENT

With no further business to discuss meeting adjourned at 9:11pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

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

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

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.



Agenda Item Report

Subject:	Memorandum of Understanding between Florida Department of Law Enforcement (FDLE) and the Town to participate in the Florida Regional Law Enforcement Exchange System (RLEX) - Chief DeCoursey
Meeting Date:	Agenda for Workshop Commission Meeting - April 30, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[LInX MOU - FINAL_20240417](#)

Jacob Horowitz, Town Attorney	Status:
David Lynch, Town Manager	Approved - Apr 16 2025
Cynthia Garcia-Lima, Town Clerk	Pending
	None

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT
(FDLE)**



AND

**THE PEMBROKE PARK POLICE DEPARTMENT FOR PARTICIPATION WITHIN
THE FLORIDA REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM
(RLEX)**

**APPROVED
JANUARY 21, 2016**

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Regional Law Enforcement Exchange Memorandum of Understanding

I. BACKGROUND/PURPOSE

The Florida Regional Law Enforcement Exchange (RLEX) is a law enforcement information sharing system that is designed to assist agencies in solving crime and fighting terrorism through improved data sharing. The initial system was the product of a joint procurement between the Tallahassee, Ft. Myers, and Miami Regional Domestic Security Task Force regions, as well as State law enforcement agencies.

The purpose of the RLEX system is to allow participating agencies to contribute data (principally records management and jail management systems) in a format which will give other participating agencies the ability to query the data. RLEX utilizes the Law Enforcement Information Exchange (LInX) data sharing initiative as the core mechanism for access to the data, and RLEX operates within LInX under the system name of Florida Regional Law Enforcement Information Exchange (FL-RGNL). This system provides the warehouse of data for participating agencies, and will enable RLEX to query other LInX systems beyond the FL-RGNL region of LInX to access other regions across the country and the FBI National Data Exchange (N-DEx) system.

The purpose of this MOU is to formally set forth the terms and conditions for participating in the RLEX system, including the ownership and control of the information within the system. This MOU is intended to supersede the previously-signed R-LEX Procurement MOU, the RLEX Implementation (Agency) MOU, and all subsequent versions and amendments thereof.

II. PARTIES

A. The parties to this MOU ("Parties") are the Florida Department of Law Enforcement and the Pembroke Park Police Department.

B. Other law enforcement agencies within Florida may choose to participate in RLEX by signing and agreeing to this RLEX MOU with the Florida Department of Law Enforcement. Such agencies, upon becoming a party to the MOU, shall have the same rights, privileges, obligations, and responsibilities as all other parties, consistent with and as determined by the agency's use of the system.

III. AUTHORITY

Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2015).

IV. SOURCE, STATUS, AND PURPOSE OF SHARED INFORMATION

A. The RLEX solution relies upon a cooperative partnership of law enforcement agencies (contributing Agencies) to provide records and other data from certain data systems under their control (sharing their data). Contributing Agencies agree to share their identified data with each other and with other parties to this MOU.

B. Each Agency participating in RLEX does so under its own individual legal status, jurisdiction, and authority, and all RLEX operations are based upon the legal status, jurisdiction, and authority of the individual participating agencies. The RLEX data-sharing initiative is not intended to, and shall not be deemed to have any independent

Regional Law Enforcement Exchange Memorandum of Understanding

legal status. This MOU is an agreement between the parties and is not intended to create, and does not create or confer, on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise.

C. The RLEX warehouse system will be housed in a secure datacenter located in Florida, as approved by the Executive Steering Committee (ESC). In use, the system will be encrypted over the Florida's Criminal Justice Network (CJNet) and only law enforcement agencies will have access to the data.

D. RLEX will only be populated with source information derived from each contributing Agency's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status.

E. There is no obligation and there should be no assumption that a particular Agency's records housed in the RLEX data warehouse represent a complete or accurate mirror image of that Agency's records system for any subject or person.

F. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be non-record material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing Agency to incorporate such information as records of the accessing Agency in the Agency's own official records system(s) in accordance with that Agency's records management processes and any applicable contract or licensing agreement.

G. RLEX is not intended by the participating agencies to operate or be used as a criminal history system or a criminal intelligence system governed by the provisions of Title 28, Parts 20 and 23 respectively, of the Code of Federal Regulations.

V. N-DEX PARTICIPATION

A. For data shared with the FBI's National Data Exchange (N-DEx) system, contributing agencies will, unless otherwise authorized as provided herein, use the version of the FBI ORI Sharing Template approved by the RLEX ESC, which restricts full data access to law enforcement agencies only, and provides "pointer" information to other criminal justice entities (i.e., an indication that information is held by a contributing agency, but not the content of that information). Contributing Agencies will retain full control over access to their data within N-DEx and have the ability to configure additional access restrictions via the FBI ORI Sharing Template. If a contributing agency prefers to modify the FBI ORI Sharing Template with respect to access restrictions of the Agency's data stored in N-DEx, access to the Template for that purpose will be granted by contacting the N-DEx Program Office at the FBI.

B. The FBI will include N-DEx system use audits in its triennial audits of FDLE Criminal Justice Information Services (CJIS). In addition, FDLE CJIS will include N-DEx audits in its normal triennial CJIS audits of each participating agency.

1) Both the FBI CJIS Division and the Florida CJIS Systems Officer (CSO) may audit N-DEx use through RLEX at the agency and regional level. In addition, the

Regional Law Enforcement Exchange Memorandum of Understanding

FBI CJIS Division and the CSO may review any available RLEX Self-Audit Reports as a further means of auditing compliance with N-DEX policies and requirements.

2) All such audits of N-DEX access through RLEX will be "system use" audits to assess the Participating Agencies' understanding of and compliance with N-DEX policies and requirements, as well as those of RLEX. The audits may also review the frequency of submissions of data to N-DEX. Such N-DEX audits will not include data quality (e.g., completeness and accuracy) reviews for records contributed to N-DEX by Participating Agencies. Rather, the CSO expects the RLEX Metadata Planners and Agency Administrators will conduct periodic data quality reviews.

VI. USE OF N-DEX FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING

Participating agencies may use N-DEX to conduct criminal justice employment background checks, including the screening of employees or applicants of other agencies over which participating agencies maintain management control, provided the correct use code "J" is selected and the User follows official FBI CJIS policy regarding Notice and Consent, Redress and Use Code J, as explained in the current *Criminal Justice Information Services Law Enforcement National Data Exchange (N-DEX) Policy and Operating Manual* ("N-DEX Policy Manual"). Agencies must modify the User's Notice and Consent form to the applicant for employment as described in Appendix A: N-DEX Criminal Justice Employment Screening Requirements.

VII. RESPONSIBILITIES OF CONTRIBUTORS OF INFORMATION

A. Each Agency retains sole ownership of and sole responsibility for the information it contributes, and may at will at any time update, correct, or delete any of its information contained in RLEX. All system entries will be clearly marked to identify the contributing Agency.

B. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership of the copies of that information replicated in RLEX. An RLEX user may print a record from any RLEX agency and retain said copy to assist with case investigation. Destruction of the said copy may only take place in accordance with applicable Florida public record retention requirements. An RLEX user may print a record from any other Regional LInX agency; however the retention time for all other Regional LInX agencies is 72 hours. At the end of the 72-hour period said user must destroy the copy. No records printed from a LInX system, including RLEX, may be used as part of any investigative case file. A user must obtain an official record and approval from the contributing agency, regardless of where the agency is located, in order to use in an investigative case file.

C. Each Agency will be responsible for ensuring sealed or expunged records are updated as such within the RLEX system. The action will occur as an automated process, but can be performed manually by the vendor should the automated process fail.

D. The contributing Agency has the sole responsibility and accountability for ensuring that no information entered into RLEX was obtained in violation of any Federal, State, or

Regional Law Enforcement Exchange Memorandum of Understanding

local law applicable to the contributor and for ensuring compliance with all laws, regulations, policies, and procedures applicable to the Agency's entry and sharing of information into RLEX, to include, but not limited to, firearm ownership data prohibited from being compiled by Section 790.335, Florida Statutes.

E. In an effort to maintain system discipline, contributing Agencies shall submit data, including any updates or changes to the original submission, on at least a monthly basis. Updates and changes are encouraged as often as the contributing Agency can feasibly execute them.

F. RLEX includes an audit capability that will log user activity. Each Agency will designate a point of contact who shall have access to that Agency's portion of the audit log. Internal requests for copies of the audit log may be forwarded to each Agency for direct response to that Agency's portion of the audit log. All audit log files shall be protected to prevent unauthorized changes or destruction.

VIII. ACCESS TO INFORMATION

A. Each Agency may restrict any investigative information to the extent deemed necessary for confidentiality or security purposes.

B. Newly discovered links, matches, relationships, interpretations, etc., located in the analysis of RLEX information may be relevant and appropriate for preservation as independent records. It will be the responsibility of the accessing Agency to incorporate such information as records of the accessing Agency in the Agency's own official records system(s) in accordance with that Agency's records management processes. An Agency that desires to incorporate in its own separate records information contributed by another Agency, including any analytical products based on another Agency's information, must first determine the current status of that information from the entering Agency, and advise the entering Agency of its intent to use the data.

C. An Agency member may not access RLEX unless he or she has a legitimate, official need to know for an authorized criminal justice purpose. Authorized criminal justice purpose includes preliminary screening of applicants (including contractors and vendors) for employment with an Agency; provided that no action in this regard will be taken based solely on information retrieved from the RLEX system, and that such information must be verified and substantiated, independently of its presence in RLEX, before any action is taken. Any use made of information derived from or related to data in the RLEX system for employment or contractor/vendor screening must be consistent with applicable state and federal law. RLEX information shall not be included in any official case file, nor used in the preparation of judicial process such as search or arrest warrants (with accompanying affidavits) or subpoenas. References to the RLEX database should be avoided in lieu of references to the original source documentation.

D. Any Agency member directly accessing the RLEX system must hold a current FDLE CJIS certification or have completed Security Awareness Training as required by the FBI CJIS Security Policy. Agencies are responsible for assuring that any agency member directly accessing the RLEX system is in compliance with this requirement.

E. As allowed by Florida's CSO, RLEX participating agencies agree to delegate to FDLE the following requirements of the FBI CJIS Security Policy for contractors and vendors fulfilling contractual requirements in support of the RLEX system and data:

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Minimum Screening Requirements for Individuals Requiring Access to CJI; Personnel Screening for Contractors and Vendors; Security Awareness Training; and Private Contractor User Agreements and CJIS Security Addendum of the FBI CJIS Security Policy. If an individual contractor or vendor is found to have an arrest history, the participating agency will, as required by each Agency's CJIS user agreement, notify the State CSO so that a decision regarding access can be made based on the FDLE Guidelines for CJIS Access. In addition, FDLE will maintain a list of approved RLEX contractors and vendors who have completed the background process that will be made available to participating agencies upon request. The background investigation conducted by FDLE meets or exceeds the FBI CJIS Security Policy requirements. (Any reference to the FBI CJIS Security Policy in this MOU shall be understood to be to the current version of that Policy.) FDLE will retain fingerprints at the state level for all contractors/vendors working on the RLEX system for the purpose of an arrest-hit notification within the State of Florida and at the national level once National RAPBACK is implemented within Florida.

IX. ACCEPTABLE USE AND DISSEMINATION OF INFORMATION

A. Any release of information from the RLEX system should be made in conformance with the obligations and exemptions from dissemination imposed by Florida law. Participating Agencies will not release information generated by another Agency without first consulting the originating (contributing) Agency to determine the current status of that information. Information which is exempt from disclosure by law may not be released without the permission of the originating Agency.

B. Information obtained from the RLEX system, including analytical products derived therefrom, shall not be used as a basis for enforcement or other official action, including employment screening or screening of contractors and vendors, unless the user Agency first notifies and verifies the reliability and accuracy of the information with the Agency(s) that contributed the information in question.

C. Notwithstanding the requirement in the preceding paragraph (IX)(B), immediate dissemination of RLEX information without permission can be made if:

- 1) There is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; or
- 2) It is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

D. The RLEX contributing agency shall be immediately notified of any dissemination made under paragraph C, above.

E. Information in the system shall not be disseminated outside of an accessing Agency without first obtaining express permission of each Agency that contributed the information in question unless the information is subject to disclosure by court order or applicable law. The owner of the information shall be subsequently notified of any and all disseminations made under this exception.

F. The parties to this MOU recognize and acknowledge that any Agency having custody of information remains responsible for responding to public records requests for that

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information in accordance with applicable law (specifically, Chapter 119, Florida Statutes). Chapter 119 also identifies various types of information that are exempt from disclosure, including many related to law enforcement and public safety. These include, but are not limited to active investigations, juvenile records, names, and addresses of sexual assault victims, security information, and critical infrastructure information.

G. Information or summaries of information from the RLEX system may be shared with a non-participating law enforcement agency in the furtherance of a legitimate law enforcement investigation, with the recognition that such disclosure, for other than criminal justice purposes, may risk waiver of public records exemptions for that information moving forward.

H. Data from the RLEX contributing agencies may be shared with local, state, tribal, and federal law enforcement agencies through external systems similar to RLEX with the majority approval of ESC members and contingent upon the Representative(s) of the connecting system signing an MOU with FDLE that incorporates the following terms:

- 1) Viewing and use of RLEX data shall be restricted to law enforcement agencies within the jurisdictions of the United States and its various states and territories.
- 2) Acceptable Access, Use, and Dissemination rules of the RLEX System (as described in sections VIII and IX) must be followed by all users.
- 3) The connecting system, its members, and users must adhere to the latest approved version of the FBI CJIS Security Policy.

For the FBI's National Data Exchange (N-DEx) or other system outside of Florida, the following term must also be included:

- 4) Data shared with the FBI's National Data Exchange (N-DEx) system must use the FBI ORI Sharing Template to restrict data sharing to law enforcement and to the purposes defined in the RLEX MOU.

I. RLEX information cannot be accessed or used for any other purpose, including general licensing, eligibility for federal or state benefits, or background investigations for other agencies. All agencies will share their investigative information with the other RLEX agencies under an express promise of confidentiality. Agencies will protect such information from disclosure to the greatest extent possible consistent with applicable public access laws, and applicable compulsory process (such as a court order). Agencies will notify the RLEX ESC immediately upon becoming aware of a lawsuit or a preceding information demand brought in any court seeking access to information in RLEX, in either verbatim or derivative form.

J. Under no circumstance is an Agency to publicly report statistics using data from another jurisdiction obtained through operation of this MOU without prior written authorization from the contributing agency that owns the data. This includes statistics of any kind for the entire jurisdiction or part of the jurisdiction; Uniform Crime Reporting (UCR) statistics and non-UCR statistics; and internal studies, published studies, maps or grant projects.

K. Any requests for reports or information stored within RLEX will be directed to the contributing agency. Requests for information from RLEX that has been incorporated into the accessing Agency's records and analytical products based on another Agency's

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information are subject to applicable public records laws.

L. If at any time an Agency fails to comply with the acceptable use and dissemination of information policies, that party may be deemed in material breach of this MOU.

X. SECURITY

A. Data stored in the RLEX system will be stored in a Physically Secure Location as defined by the most recent version of the FBI CJIS Security Policy (October 2015, Version 5.4) and will only be accessible via CJNet.

B. Each Agency will be responsible for designating those employees who have access to RLEX and agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information.

C. Each Agency shall designate an Administrator who will be authorized to add and delete users from the RLEX system. Each Agency is responsible for notifying its Administrator to promptly revoke user access to the RLEX system when the user no longer requires or no longer is permitted access to the RLEX system or has separated from the Agency. The Administrator is responsible for ensuring that each user has a current telephone number and email address associated with his or her profile in RLEX.

D. Each Agency is responsible for ensuring that mandatory training is completed by each employee authorized to access the RLEX system prior to providing query access to RLEX. Specifically, the training must include information regarding the appropriate use and dissemination of information obtained from the system and compliance with N-DEX training requirements described in the current N-DEX Policy Manual.

E. Each Agency agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the RLEX system, as that Agency would if it were an abuse of sensitive information in its own record system.

F. Personnel, physical, administrative, and technical security shall be consistent with the FBI's CJIS Security Policy.

XI. N-DEX RESPONSIBILITIES

A. Each Agency shall designate and notify RLEX and Florida's CJIS Systems Officer (CSO) of an N-DEX Agency Coordinator (NAC), who will serve as the Agency's point of contact for matters relating to N-DEX, including monitoring the Agency's compliance with N-DEX system policies, as identified herein and within the N-DEX Policy Manual. The Agency may change its NAC at any time, but must notify RLEX and the CSO in writing of the change. The RLEX Agency Administrator and NAC may be the same person for the Agency.

B. The NAC may hold any one or more of the administrative roles specified in the Policy Management section of the N-DEX Policy Manual. The NAC will be responsible for the following functions, as identified in the N-DEX Policy Manual and required by the CSO:

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- 1) Exercising supervisory authority over the operation of N DEX at the Agency
- 2) Training on N-DEX policies
- 3) Adhering to authorized use/dissemination of N-DEX information
- 4) Attending and participating in the N-DEX audit process
- 5) Maintaining agency-level records pertaining to N DEX users and notifying the CSO of any changes
- 6) Reporting violations or incidents of attempts to compromise N-DEX, R-LEX, or information contained within the systems, immediately to RLEX and the CSO.
- 7) Assuring completion of fingerprint- based criminal history checks on all N-DEX users and notifying the CSO if an arrest history is found.
- 8) Assuring along with the Agency Source Data Administrator (SDA), as described in the N-DEX Policy Manual, that the configurable information sharing controls are set according to Agency requirements.
- 9) Assuring Agency adherence to the N-DEX Policy Manual, CJIS Security Policy, and this Agreement in their submission, access, and use of N-DEX information
- 10) Conducting an annual audit of all Agency users of N-DEX to include confirming that those users are eligible to participate in N-DEX; and notifying the CSO of all users, upon request or as needed to maintain currency and completeness of the list of users.

XII. COSTS

A. Ongoing costs for RLEX will be typical software/system maintenance costs. When practical and authorized, efforts will be made to secure federal grant funding to meet these costs; however such funding is not guaranteed. If future grant funding cannot be secured, the Executive Steering Committee (ESC) will seek other funding alternatives. The parties acknowledge that there is no intimation, promise, or guarantee that funds designated for RLEX will be available in future years.

B. During any required data configuration, mapping, uploading, testing and hardware and software installation, a participating Agency is required to provide, at its cost, personnel familiar with the agency databases, networks, and computer systems. Each Agency will also be required to provide, at its cost, internal resources to administer system access, coordinate training, and audit system usage by agency personnel.

C. Agency-specific operational costs such as internet connectivity fees or hardware to access the CJNet are not covered by grant funds.

D. In order to provide for any data re-mapping efforts that may result, each Agency is responsible for notifying FDLE (see contact below) at least sixty (60) calendar days prior to performing any upgrade or replacement of any system feeding data to RLEX.

XIII. LIABILITY

A. RLEX is not a separate legal entity capable of maintaining an employer-employee

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relationship and, as such, no person assigned by an Agency to perform RLEX related functions shall be considered an employee of the RLEX or of any other Agency for any purpose. The assigning Agency thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RLEX functions.

B. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject. Participation in RLEX does not constitute a waiver of any defense or immunity lawfully available to an Agency.

C. RLEX provides a suite of tools to all participating agencies to access the regional data for the purposes of conducting investigative queries and crime analysis functions. In addition, RLEX provides link analysis and other functions to assist agencies with their investigations. Although the Parties make a good faith effort to ensure these tools, functions, and all other information it provides to agencies are accurate and that the RLEX system is available for use at all times, RLEX is a conduit for information prepared by others, which relies on the accuracy and timeliness of data prepared by others in order to allow sharing of data among agencies. Therefore, the Parties disclaim any responsibility for the accuracy, correctness, or timeliness of the data. In no event shall the parties to this MOU become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree that the Parties shall have no liability of any nature arising out of or resulting from the lack of accuracy, correctness, or timeliness of the data, or the use of the data.

XIV. GOVERNANCE

The RLEX system will be operated under a shared management concept in which the parties will be represented by an Executive Steering Committee (ESC). Members of the ESC ("Regional Representatives") are appointed and granted delegated authority by the Regional Domestic Security Force (RDSTF) Co-chairs for the respective regions and FDLE's Commissioner, or their designees. The responsibilities of the ESC are more particularly defined in the document captioned *The Regional Law Enforcement eXchange Governance Structure*, which is available on the RLEX section of FDLE's CJNet web site.

XV. SANCTIONS

A. Violation of the acceptable use policies or of any law or regulation applicable to access to or use of RLEX or RLEX data (hereinafter referred to as "Misuse") by a party to this MOU or one of its employees or agents, may lead to suspension or termination of an agency or particular user's access to RLEX.

B. In the event a party to this MOU discovers suspected or actual Misuse of RLEX or RLEX data, he or she will immediately inform the Regional Representative, who will in turn immediately notify the ESC. The ESC in consultation with the Regional Co-chair, or

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designee, will determine whether to suspend or terminate access and if so, to whom the suspension or termination will apply, and will notify the affected Agency. Such suspension or termination shall be immediate; it will not be delayed pending the outcome of any appeal. The affected user will be notified of the decision by the ESC and then will have ten (10) calendar days to appeal the decision to the ESC Chair. The ESC shall have final decision-making authority.

C. Any supervisor, law enforcement officer, employee, agent, representative, task force member, contractor/subcontractor, or consultant, who by virtue of his or her employment or official position, has possession of, or access to, RLEX data that contain individually identifiable information, the disclosure of which is prohibited by law, agreement, this MOU, policy, rules, or regulation and who, knowing that the disclosure of the information is prohibited, willfully or recklessly discloses the material in any manner, including oral communication, may be prosecuted or fined under any applicable federal or state law, or may be subject to administrative or disciplinary action.

D. An individual Agency's participation in RLEX may be terminated, involuntarily, by unanimous agreement of the RLEX ESC, if such Agency fails to take appropriate corrective and/or remedial action within a reasonable period, not to exceed ninety (90) calendar days, following notification of a documented finding that the Agency in question is in systemic or repeated Misuse, violation of applicable laws and procedures governing access to and use of the participating Agencies' data, or is otherwise in breach of this MOU.

XVI. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION

A. This MOU shall become effective when signed by the duly authorized representatives of FDLE and the participating Agency.

B. This MOU shall continue in force for the participating Agencies indefinitely for so long as it continues to advance those Agencies' purposes, contingent upon approval and availability of necessary funding.

C. At any time an Agency may provide thirty (30) calendar days prior written notice to the other participating Agencies of its intent to withdraw from participation in RLEX.

D. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during an Agency's participation in this MOU shall survive any termination. This MOU shall remain in effect for the remaining participating Agencies.

E. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties or when all members have withdrawn their participation from the MOU.

F. All information contributed or accessible to RLEX by a terminating or terminated Agency will be deleted or rendered inaccessible by the Agency from RLEX.

G. Each Contributing Agency terminating or having its participation in RLEX terminated will have its historical data removed from the RLEX system.

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XVII. AMENDMENTS

This MOU may be modified upon the mutual written consent of the participating Agencies. However, the participating Agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of RLEX governance (including adequately informing current and future parties).

XVIII. NOTICE AND CONTACT

A. All notices provided under or pursuant to this MOU shall be in writing, delivered either by hand-delivery, or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below.

B. The name and address of FDLE's representative responsible for the administration of this MOU is:

Name: Danielle Bell, Senior Management Analyst Supervisor
Address:¹ Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

C. The name and address of the representative of the participating Agency responsible for the administration of this MOU is:

Name: Heather Heath
Address: 3150 SW 52 Avenue
Pembroke Park, FL 33023

¹ FDLE mailing address: Florida Department of Law Enforcement / P.O. Box 1489 / Tallahassee, FL 32301

Regional Law Enforcement Exchange Memorandum of Understanding

XIX. SIGNATORY PAGE

MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) AND THE PEMBROKE PARK POLICE DEPARTMENT FOR PARTICIPATION WITHIN THE FLORIDA REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM (RLEX)

AGREED TO BY:

FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT:

Signature: _____

Date: _____

Name: J. Mark Glass

Title: Commissioner

Agency: Florida Department of Law Enforcement

FOR THE AGENCY:

Signature: _____

Date: _____

Name: Daniel DeCoursey

Title: Chief of Police

Agency: Pembroke Park Police Department

Regional Law Enforcement Exchange Memorandum of Understanding

Appendix A: N-DEx Criminal Justice Employment Screening Requirements

For agencies using N-DEx to conduct Criminal Justice Employment Screening, one of the following statements, at a minimum, must appear on the User's Notice and Consent form to the applicant for employment: *

Notice and Consent:

General Statement:

The [Participating Agency's] acquisition, retention, and sharing of information related to your employment application is generally authorized under 28 C.F.R. section 20.33 and F.S. s. 943.053(3) (a) and Ch. 119. The purpose for requesting this information is to conduct a complete background investigation pertaining to your fitness to serve as a [employee type].

This background investigation may include inquiries pertaining to your [employment], [education], [medical history], [credit history], [criminal history] and any information relevant to your character and reputation. By signing this form, you are acknowledging that you have received notice and have provided consent for [Participating Agency] to use this information to conduct such a background investigation, which may include the searching of [N-DEx], [criminal justice databases], [private databases], and [public databases].

Specific N-DEx Statement:

I authorize any employee or representative of [Participating Agency] to search N-DEx to obtain information regarding my qualifications and fitness to serve as a [employee type]. I understand that N-DEx is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in N-DEx may be used for the official purpose of conducting a complete employment background investigation. I also understand that any information found in N-DEx will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release [Participating Agency] from any liability or damage that may result from the use of information obtained from N-DEx.

Redress:

If employment is denied solely due to information obtained from N-DEx, and the applicant challenges the accuracy or completeness of those records, Participating Agency (the denying agency) shall provide the applicant with the contact information of the agency contributing (owning) the information underlying the decision to deny. After receiving a written request from the applicant challenging the accuracy or completeness of the record used to deny employment, the contributing (record-owning) agency shall

Regional Law Enforcement Exchange Memorandum of Understanding

then review the relevant information and advise the applicant in writing whether it has confirmed the accuracy or completeness of its records or whether the records will be corrected. If the applicant does not receive a response from the contributing (record-owning) agency within 30 calendar days from the date of the applicant's written request, the applicant may contact the FBI CJIS Division N-DEx Unit, 1000 Custer Hollow Rd, Clarksburg, WV 26306. The FBI shall forward the challenge to the contributing (record-owning) agency for verification or correction. The contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has verified its records or whether the records will be corrected. Agencies should inform applicants of the applicant's responsibility to provide any corrected information to the Participating Agency (denying agency) that may assist the contributing (record-owning) agency in its research on behalf of the applicant.

An applicant wishing to challenge the accuracy or completeness of his or her Florida criminal history record, if one exists, may also use the procedures for personal review set forth in F.S. s. 943.056 and F.A.C. Rule 11C-8.001.

Use Code "J":

All use of N-DEx for criminal justice employment background investigations shall require Use Code "J." Agencies that contribute records to N-DEx shall be permitted and enabled to reject Use Code "J" requests. When N-DEx is searched as part of a criminal justice employment background investigation, the fact that the search was conducted must be documented in the applicant's file. If information accessed through N-DEx is viewed and used during the criminal justice employment background investigation, the Participating Agency must document in the applicant's file: (1) that the Participating Agency (requesting agency) received advanced authorization for the use of the information for employment purposes from the contributing (record-owning) agency and (2) that the Participating Agency (requesting agency) has confirmed the accuracy of the information with the contributing (record-owning) agency.

*Items in brackets may be filled in or deleted as appropriate.



Agenda Item Report

Subject:	Consideration of Approval of State Highway Lighting Maintenance and Compensation Agreement
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	It is recommended that the Town Commission enter into an agreement with Florida Department of Transportation ("FDOT"), to continue the maintenance and operation of lighting on the State Highway System in an amount of twenty-five thousand three hundred ninety-two and thirty-two hundredths (\$25,392.32).
Background Information:	The Town has been maintaining the lighting along both Pembroke Road and Hallandale Beach Boulevard for several years. FDOT is currently in the process of updating the State Highway Lighting Maintenance and Compensation Agreements with the Town.
Staff Recommendations:	It is recommended that the Town Commission enter into an agreement in an amount of \$25,392.32, to continue the maintenance and operation of lighting on the State Highway System
Procurement:	N/A
Financial Implications:	None
Alternatives:	

ATTACHMENTS:

[ASM33- Town of Pembroke Park](#)

	Status:
Stanley Merantus, Public Services Director	None
Finance Director, Finance & Budget Director	None
Jacob Horowitz, Town Attorney	None
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
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CONTRACT NO. ASM33
FINANCIAL PROJECT NO. 405118-2-78-19
F.E.I.D. NO. F590968454001

THIS AGREEMENT, entered into this ____ day of ____, year of ____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Town of Pembroke Park, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT**'s fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 25,392.32 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. **Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. **Miscellaneous**

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park FL 33023

FDOT:

Florida Department of Transportation, District 4
District Maintenance Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - 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 the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 - 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 - 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 6

305-470-5453

D6prcustodian@dot.state.fl.us

Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

Florida's Turnpike Enterprise

407-264-3170

TPprcustodian@dot.state.fl.us

Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

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8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting one of the applicable options:

- ☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature)

(Printed Name: _____)

(Printed Title: _____)

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature)

(Printed Name: Paul A. Lampley, P.E.)

(Printed Title: Director of Transportation Operations)

Date: _____

FDOT Legal Review

BY: (Signature)

Counsel

(Printed Name: Elizabeth S. Quintana)

Date: _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2026-2027

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See below spreadsheet.
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$347.84 in fiscal year 2026 shall increase to \$358.28 in fiscal year 2027.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$_____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	0.00%	Total
High Mast		HPS	0.00	0.00	0.00
Standard		HPS	0.00	0.00	0.00
Underdeck		HPS	0.00	0.00	0.00
Sign		HPS	0.00	0.00	0.00
High Mast		LED	0.00	0.00	0.00
Standard		LED	0.00	0.00	0.00
Underdeck		LED	0.00	0.00	0.00
Sign		LED	0.00	0.00	0.00

Town of Pembroke Park

Section No.	Town	State Road	Local Name	Mile Post		Side	Total No. of Poles	Type of Pole					Remarks
				From	To			Aluminum	Concrete	Wood	High Mast	Other	
86018000	Pembroke Park	824	Pembroke Rd.	4.001	5.071	S	10	5	5	0	0	0	
86200000	Pembroke Park	858	Hallandale Beach Blvd.	0.516	2.598	S	58	58	0	0	0	0	
86200000	Pembroke Park	858	Hallandale Beach Blvd.	0.516	0.972	N	2	0	2		0	0	
86200000	Pembroke Park	858	Hallandale Beach Blvd.	1.472	2.598	N	3	3	0	0	0	0	

confirmed 2/13/2025

66 7 0 0 0 0



Agenda Item Report

Subject:	Consideration of Approval of a Development Agreement for the Proposed Residential Development Project Ekos - Pembroke Park - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[2025 - Development Agreement \(Ekos\)](#)

Jacob Horowitz, Town Attorney	Status:
David Lynch, Town Manager	Approved - Apr 25 2025
Cynthia Garcia-Lima, Town Clerk	Approved - May 01 2025
	Pending

AGREEMENT
BETWEEN MHP BROWARD I, LTD
AND THE TOWN OF PEMBROKE PARK
FOR THE DEVELOPMENT OF EKOS PEMBROKE PARK

THIS DEVELOPMENT AGREEMENT ("this "Agreement") is made and entered this ____ day of April, 2025 by and between MHP Broward I, LTD a Florida limited company, whose mailing address is 777 Brickell Avenue, Suite 1300, Miami, Florida ("Developer") and the Town of Pembroke Park, a municipal corporation of the State of Florida, whose mailing address is 3150 SW 52nd Avenue, Pembroke Park, FL 33023 ("Pembroke Park"), (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Developer is the under contract to purchase certain real property located in the Town of Pembroke Park ("Pembroke Park"), as specifically described in **Exhibit "A"** attached hereto and hereinafter referred to as (the "Property"), containing 1.623 acres more or less, from its current Owner, Pembroke K2, LLC, a Florida Limited Liability company; and

WHEREAS, Developer proposes to construct a 10-story, 150-unit elderly affordable development on the Property, in substantial conformity with the site plan attached hereto as **Exhibit "B"**, hereinafter referred to as (the "Proposed Development" or the "Project", or "Ekos"); and

WHEREAS, in order to develop Ekos, Developer requires approvals from Pembroke Park; and

WHEREAS, Pembroke Park is supportive of the Proposed Development and desires to work with Developer to enable it to meet all state required deadlines for approval and construction; and

WHEREAS, to help ensure the success of its Proposed Development, Developer desires to make several community improvements, as specifically delineated herein; and

WHEREAS, the Parties desire to codify their understandings in writing as set forth in this Development Agreement; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct are incorporated herein by this reference.
2. Definitions. For the purpose of this Agreement, unless the context otherwise requires:

- A. "Developer" shall mean MHP Broward I, LTD, a Florida limited company, and includes its successors and assignees.
 - B. "Pembroke Park" shall mean the Town of Pembroke Park, Florida, a municipal corporation of the State of Florida.
 - C. "Project" or "Proposed Development", or "Ekos" shall mean the 10-story, 150-unit elderly affordable development with associated amenities on the Property submitted to Pembroke Park, as attached hereto as **Exhibit "B"**.
- 3. **Description of Real Property.** The legal description of the Property which is the subject of this Development Agreement is set forth on **Exhibit "A"**.
- 4. **Specific Restrictions on Development of Real Property.** Developer acknowledges that the Development Project shall be developed in compliance with the Project drawings, with only minor modifications as may be permitted by the Town Code. Minor modifications shall be permitted to address any conditions of approval required by the Town and/or design changes such as, but not limited to, those that may result from value engineering upon development of construction drawings provided that it does not impact the building height (unless lower) or setbacks (unless greater).
- 5. **Developer Obligations.** Developer agrees to the following:
 - A. The Project shall be developed in conformity with the Project drawings, as attached hereto as **Exhibit "B"**, with only minor modifications as may be permitted by the Town Code.
 - B. Prior to the issuance of a certificate of occupancy, temporary or otherwise, Developer shall replace the existing "Welcome to Pembroke Park" monument sign, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), the design of which is attached hereto as **Exhibit "C"**, which building permit shall be obtained in accordance with Section 6(c) below. The Town shall be given an opportunity to review and inspect the monument sign prior to installation, and the Developer shall be responsible for the structural integrity and maintenance of the sign for one (1) year following installation. Such maintenance shall not include routine upkeep associated with normal wear and tear.
 - C. Prior to the issuance of a certificate of occupancy, temporary or otherwise, Developer shall contribute Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to the Town to be utilized by the Town for any valid municipal purpose under state law, in the Town's sole discretion (the "Town Fee").

- D. Prior to the issuance of a certificate of occupancy, the Developer shall install a minimum of six electric vehicle charging stations at the Project location.
 - E. As a result of the Town's lack of capacity to serve the Property with water and sewer service, Developer shall be required to seek service from Broward County. Once connected, the Property shall not be required to connect to the Town at a later date, even if such service becomes available.
6. Pembroke Park Obligations. Pembroke Park agrees to the following:
- A. Pembroke Park shall review all submissions on an expedited basis.
 - B. The Town of Pembroke Park shall use its best efforts and diligence to complete staff's review of all site entitlements necessary and proper to construct the Proposed Development under a Development Site Plan Approval, on or before March 31, 2025.
 - C. The Town of Pembroke Park shall accept Pacifica Engineering Services' (the "Private Provider") submission of stamped code compliant building plans and timely issue a "Permit Ready Letter" to the Developer within 30 days of the receipt of same. The Permit Ready Letter shall contain as an exhibit a detailed list of any and all applicable (permit, entitlement and impact) fees due to Pembroke Park, inclusive of the Park Impact Fee, necessary for formal issuance of the building permit placard.
7. Amendments. Any amendment to this Agreement shall not be approved unless the Parties to this Agreement agree to the amendment.
8. Developer's Representations and Warranties. Developer makes the following representations and warranties to Pembroke Park, each of which shall survive the execution and delivery of this Agreement:
- A. Developer is a limited liability company duly organized and validly existing under the laws of the State of Florida and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.
 - B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer or Developer's property may be bound or affected.

- C. Except as otherwise previously or concurrently disclosed to Pembroke Park in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.
 - D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.
9. Pembroke Park's Representations and Warranties. Pembroke Park makes the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:
- A. Pembroke Park is a municipal corporation of the State of Florida, and is fully authorized to enter into the transactions contemplated by this Agreement.
10. Binding Effect. The terms of this Agreement shall be disclosed to the Parties' respective successors and assigns, and it shall be a requirement that they
11. Developer's Breach of Agreement and Remedies. The occurrence of any one or more of the following events shall be deemed a "Developer Material Event of Default" under this Agreement:
- A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from Pembroke Park; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as Pembroke Park determines that such failure was beyond the reasonable control of Developer or did not result from a lack of good faith and Developer has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be extended for such period as may reasonably be necessary to cure such failure.
 - B. Upon a Developer Material Event of Default that continues beyond all applicable cure periods, in addition to all remedies available at law and/or equity, Pembroke Park shall have the right to terminate this Agreement, by providing written notice to Developer, in which event the Parties shall be released from all further obligations under this Agreement, and Pembroke Park shall be relieved from any and

all obligations to Developer. Failure of the Developer to perform the requirements contained in Paragraph 8 above, shall not constitute a terminable breach, but shall allow Pembroke Park to seek specific performance.

12. Pembroke Park's Breach of Agreement and Remedies.

A. In the event that Pembroke Park fails to issue a Development Site Plan approval on or before April 30, 2025, this Development Agreement shall be deemed to be null and void and no further force and effect.

13. Venue. In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida. The Parties hereto agree to waive the right to trial by jury.

14. Notices. Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing and sent by (i) overnight delivery services, (ii) certified or registered mail, return receipt requested, or (iii) email with confirmation of receipt). Notice shall be deemed to be received by the addressee (a) one (1) business day after sending, if sent by overnight delivery service, (b) three (3) business days after mailing, if sent by certified or registered mail, or (c) on the date the email is transmitted, provided that no notification of non-delivery is received. Notices shall be addressed as provided below:

If to Developer:

MHP BROWARD I, LTD
C/O Chris Shear, Authorized Representative
777 Brickell Avenue
Suite 1300
Miami, FL 33131
Email: cshear@mcdhousing.com

With Counterpart to:

Government Law Group, PLLC
C/O Keith M. Poliakoff
200 S. Andrews Avenue, Suite 601
Fort Lauderdale, FL 33301
Email: kpoliakoff@govlawgroup.com

If to Pembroke Park:

Pembroke Park
C/O Town Administrator
3150 SW 52nd Avenue

Pembroke Park, FL 33023

With Counterpart to:

Goren, Cherof, Doody & Ezrol, PA

C/O Jacob Horowitz, Esq.

3099 East Commercial Blvd.

Unit #200

Fort Lauderdale, Florida 33308

Email: jhorowitz@gorencherof.com

15. Severability. Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.
16. Effective Date. The Effective Date of this agreement is upon execution by both Parties.
17. Assignment. Developer may assign this Agreement to any related entity
18. Termination. In the event that Developer does not elect to develop the Proposed Development, this Development Agreement, shall be deemed to be null and void and no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

MHP Broward I, LTD
a Florida limited corporation

By: _____
Chris Shear, Authorized Representative

Date: _____

Town of Pembroke Park
a municipal corporation

By: _____
David Lynch, Town Administrator

By: _____
Cynthia Garcia-Lima, Town Clerk

Approved as to Form and Correctness:

By: _____
Jacob Horowitz, Town Attorney

Exhibit A
Legal Description and Property Survey

SUBJECT TO THE FOLLOWING MATTERS AS DESIGNATED IN SCHEDULE B SECTION II, EXCEPTIONS OF AMERICAN LAND TITLE ASSOCIATION COMMITMENT, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 110097502, ISSUING OFFICE FILE NUMBER: SW 56 AVE, ISSUING AGENT NELSON MULLINS RILEY & SCARBOROUGH, COMMITMENT DATE: AUGUST 23, 2023 AT 8:00 AM.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
-NOT A SURVEY MATTER.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
-NOT A SURVEY MATTER.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
- NOT A SURVEY MATTER.

NOTES FOR STANDARD EXCEPTIONS: STANDARD EXCEPTIONS FOR PARTIES IN POSSESSION, FOR MECHANICS LIENS, AND FOR TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS SHALL BE DELETED UPON RECEIPT OF AN ACCEPTABLE NON-LIEN AND POSSESSION AFFIDAVIT ESTABLISHING WHO IS IN POSSESSION OF THE LANDS, THAT THERE ARE NO LIENS OR ENCUMBRANCES UPON THE LANDS OTHER THAN AS SET FORTH IN THE COMMITMENT, THAT NO IMPROVEMENTS TO THE LANDS HAVE BEEN MADE WITHIN THE PAST 90 DAYS OR ARE CONTEMPLATED TO BE MADE BEFORE CLOSING THAT WILL NOT BE PAID IN FULL, AND THAT THERE ARE NO UNRECORDED TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID AFFIDAVIT.

STANDARD EXCEPTION(S) FOR QUESTIONS OF SURVEY MAY BE DELETED UPON RECEIPT AND REVIEW OF A PROPERLY CERTIFIED SURVEY MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS FOR ALL LAND SURVEYS DATED NO MORE THAN 90 DAYS PRIOR TO CLOSING OR SUCH OTHER PROOF AS MAY BE ACCEPTABLE TO THE COMPANY. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID SURVEY OR PROOF.

THE STANDARD EXCEPTION FOR ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS IS HEREBY DELETED.
-NO INSTRUMENT WAS REVIEWED BY SURVEYOR.

9. ANY LIEN AS PROVIDED FOR BY CHAPTER 159 OR 170, SIMILAR FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE, OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER, GAS SYSTEMS SUPPLYING THE LANDS DESCRIBED HEREIN.
-NOT A SURVEY MATTER.

10. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE(S) 16, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
-APPEARS TO AFFECT SUBJECT PROPERTY. ANY PLOTTABLE MATTER HAS BEEN NOTED OR SHOWN HEREON.

LEGEND:

- POST
- STAN PIPE
- TRASH CAN
- WATER SHUTOFF
- COMMUNICATION BOX
- ELECTRIC BOX
- ELECTRIC OUTLET
- SON
- TRANSFORMER
- CABLE TV
- SERVICES BOX
- WIRE PULL BOX
- WATER VALVE
- WATER METER
- LIGHT POLE
- FIRE HYDRANT
- TELEPHONE
- MANHOLE
- PALM
- TREE
- BENCH
- ADA PARKING
- TEMPORARY BENCHMARK
- HSQ 5/8" DIAMETER ROD & CAP

ABBREVIATIONS:

- | | | | |
|--------|----------------------------|----------|--------------------------------|
| A | = ARC LENGTH | ICV | = IRRIGATION CONTROL VALVE |
| A/C | = AIR CONDITIONER | INV. | = INVERT |
| ALUM. | = ALUMINUM | LB | = LICENSED BUSINESS |
| B.C.R. | = BROWARD COUNTY RECORDS | MON. | = MONUMENT |
| BOV | = BELOW GRADE VAULT | N/D | = NAIL AND DISC |
| BT | = BOTTOM | O.R. | = OFFICIAL RECORDS BOOK |
| BRN | = BROKEN | P.B. | = PLAT BOOK |
| CB | = CATCH BASIN | P.B.C.R. | = PALM BEACH COUNTY RECORDS |
| C.B.S. | = CONCRETE BLOCK STRUCTURE | PG. | = PAGE |
| CLF | = CHAIN LINK FENCE | R/W | = RIGHT OF WAY |
| COMP | = CORRUGATED METAL PIPE | SR/C | = SET IRON ROD WITH CAP LB7924 |
| CONC. | = CONCRETE | SM | = SANITARY MANHOLE |
| COM | = CITY OF MIAMI | SN/D | = SET NAIL AND DISC LB7924 |
| D | = DELTA (CENTRAL ANGLE) | SQ. FT. | = SQUARE FEET |
| D.E. | = DRAINAGE EASEMENT | STY. | = STORY |
| DWH | = DRAINAGE MANHOLE | TCB | = TRAFFIC CONTROL BOX |
| EL. | = ELEVATION | TYP. | = TYPICAL |
| F.F. | = FINISHED FLOOR | U/E | = UTILITY EASEMENT |
| FR/C | = FOUND IRON PIPE | WRB | = WIRE PULL BOX |
| FR/C | = FOUND IRON ROD WITH CAP | WV | = WATER VALVE |
| FR | = FOUND IRON ROD | | |
| FND. | = FOUND | | |

NO.	DATE	BY	CKD	REVISIONS	FB/PG
1	8-15-2024	GTW	NJA	ADDITIONAL TOPO, POLE DATA ADDED	94/73

SCALE: 1"=20'

DATE: 03/18/2024

DRAWN BY: R.C.

FIELD BOOK: M3/32

CHECKED BY: N.J.A.

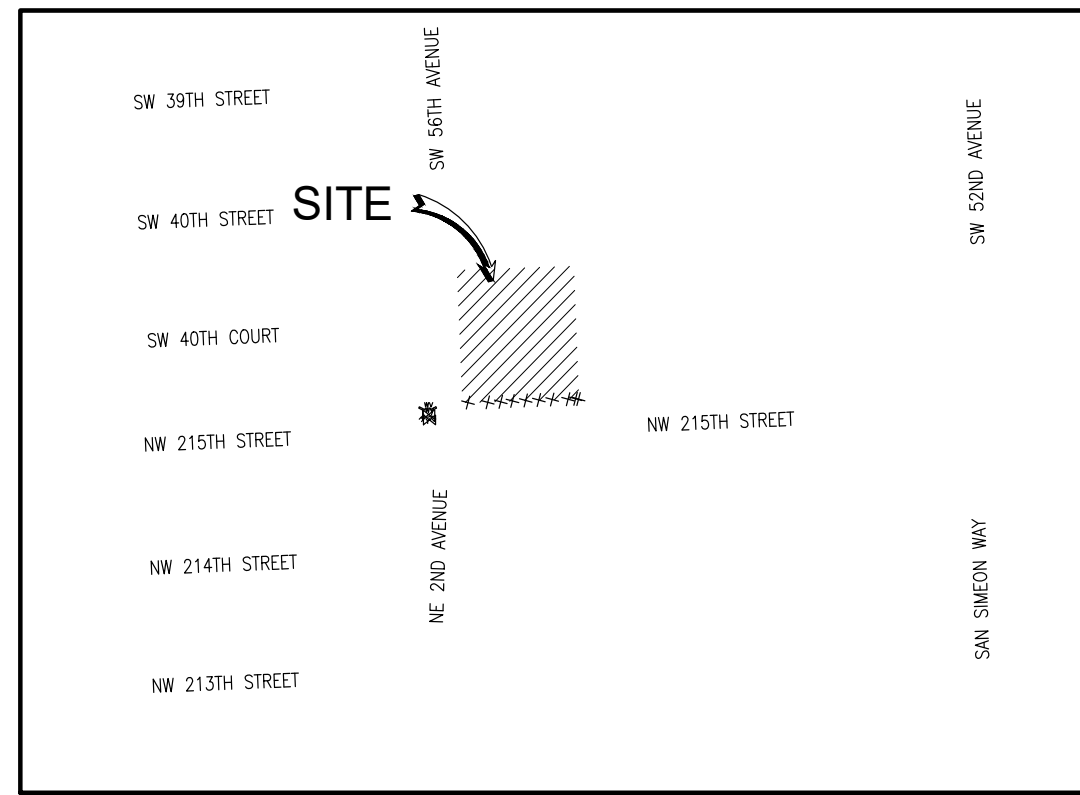
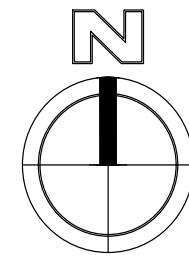
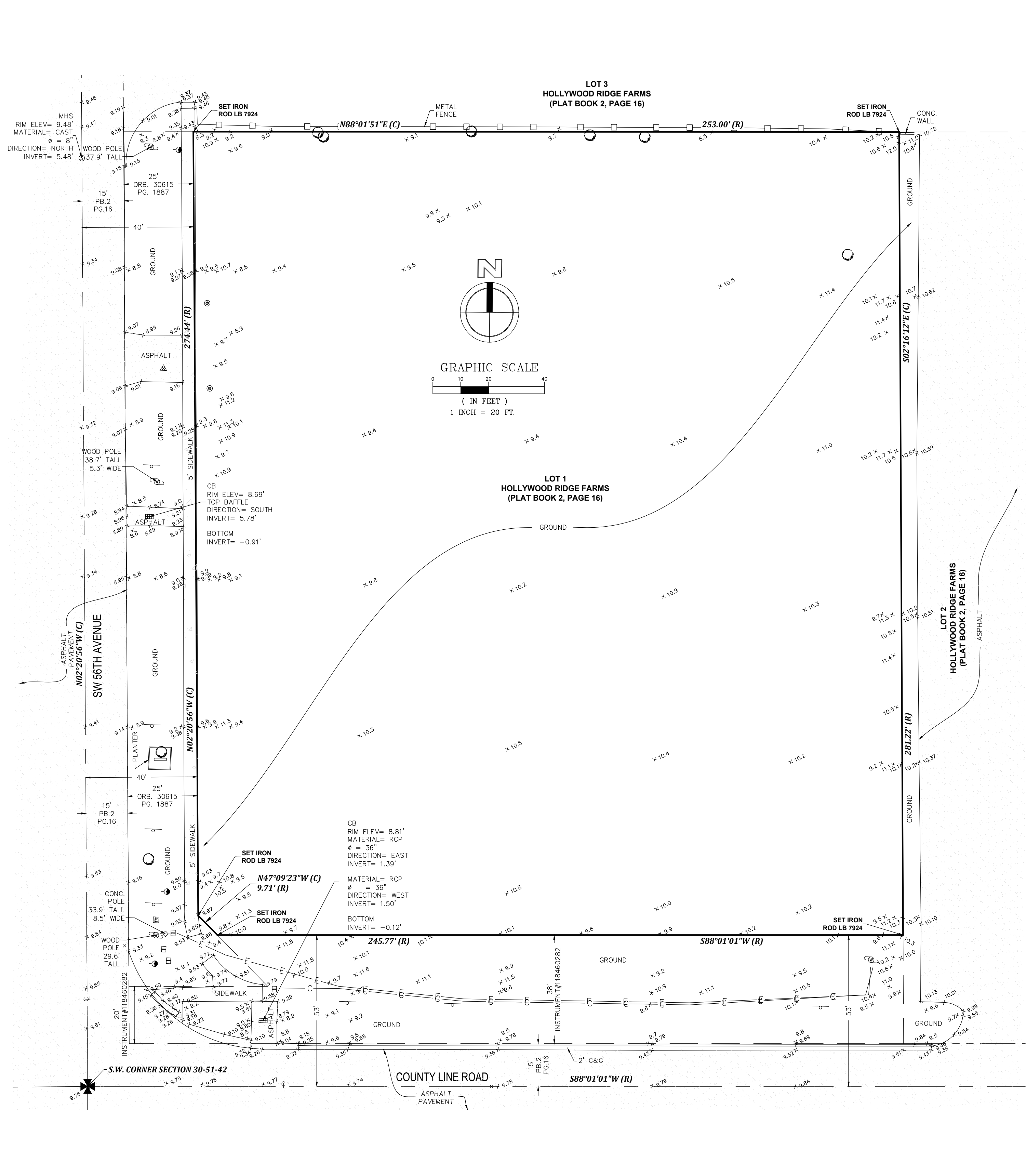
SURVEY TYPE: TOPO



HSQ GROUP, LLC
Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 • 561.392.0221
CA26258 - LB7924

ALTA / NSPS SURVEY
PEMBROKE PARK
SW 56 AVENUE, PEMBROKE PARK FL

PROJECT NUMBER
240219
SHEET NUMBER
1 OF 1



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOT 1, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED ON PLAT BOOK 2, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO DEPICT THE BOUNDARY AND TOPOGRAPHIC FEATURES OF THE AREA SHOWN HEREON.
2. PARCELS OF THIS SITE IS 5142-30-13-0010.
3. THIS SITE LIES IN SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST CITY OF BROWARD COUNTY, FLORIDA.
4. THE LAND AREA OF THE SUBJECT PROPERTY IS: 71,077 SQ. FT. OR 1.632 ACRES).
5. THE GRID BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF COUNTY LINE ROAD HAVING A BEARING OF SOUTH 88°01'01" WEST.
6. LANDS SHOWN HEREON ARE LOCATED IN FEDERAL FLOOD ZONE "X" PER FIRM MAP NUMBER 12011C0727, SUFFIX H, COMMUNITY NAME: TOWN OF PEMBROKE PARK, COMMUNITY NUMBER: 120052, REVISED: 08/18/2014.
7. ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD88 (NATIONAL AMERICAN VERTICAL DATUM 1988), AND ARE REFERENCED TO THE FOLLOWING CITY OF MIAMI BENCHMARKS:
 - N-630: ELEV=10.78'. PK NAIL AND BRASS WASHER IN CONCRETE PAD OF TRAFFIC CONTROL BOX. LOCATED 54 FEET SOUTH OF THE CENTERLINE OF NE 215TH STREET LOOKING WEST AND 34 FEET EAST OF THE CENTERLINE OF NE 2ND AVENUE LOOKING FROM THE SOUTH.
 - N-3082: ELEV=11.01'. PK NAIL AND BRASS WASHER IN CONCRETE SIDEWALK. LOCATED 50 SOUTH OF THE CENTERLINE OF NE 215TH STREET AND 43 FEET WEST OF THE CENTERLINE OF NE 2ND AVENUE.
8. DIMENSIONS INDICATED HEREON ARE FIELD MEASURED (OR COMPUTED FROM FIELD MEASUREMENTS), OTHERWISE SPECIFIED.
9. FOLIO NUMBER PER THE BROWARD COUNTY TAX APPRAISER'S WEBSITE.
10. DIMENSIONS INDICATED HEREON ARE FIELD MEASURED (OR COMPUTED FROM FIELD MEASUREMENTS), UNLESS OTHERWISE SPECIFIED.
11. NO ATTEMPT WAS MADE BY THE SURVEYOR TO LOCATE UNDERGROUND UTILITIES.
12. THE ACCURACY OF SURVEY MEASUREMENTS SHOWN HEREON IS BASED ON THE TYPE OF SURVEY AND EXPECTED USE OF THE SURVEY. REDUNDANT MEASUREMENTS AND COMPUTATION RECORDS SUBSTANTIATE THE SURVEY MAP. REDUNDANCY OF MEASUREMENTS WAS OBTAINED BY MULTIPLE OCCUPATIONS OF FOUND AND SET CONTROL POINTS. THESE METHODS HAVE BEEN TESTED AND FOUND TO HAVE AN EXPECTED ACCURACY OF ± 0.07 FEET HORIZONTALLY, ± 0.03 FEET VERTICALLY ON HARD SURFACES AND ± 0.1 FEET ON GROUND SURFACES.
13. IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PARCEL HAVE NOT BEEN LOCATED EXCEPT AS SHOWN. NO SUB-SURFACE FOUNDATIONS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
14. THIS SURVEY DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENTS RESTRICTIONS ON THE SUBJECT PARCEL.
15. ALL NOTED RECORDED REFERENCES ARE FROM THE PUBLIC RECORDS OF BROWARD COUNTY.
16. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
17. UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS, WHERE THEY ARE NOT VISIBLE AT SURFACE GROUND LEVEL, ARE NOT SHOWN INCLUDING BUT NOT LIMITED TO BUILDINGS, STRUCTURAL APPURTENANCES, STORM DRAINAGE SYSTEMS, TANKS OR RUBBISH FILLS.
18. THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY FOUND IN THE LAWS OF THE BROWARD COUNTY, AND THE STATE OF FLORIDA.
19. THE CERTIFICATE OF AUTHORIZATION NUMBER OF HSO GROUP, LLC IS LB-7924.

SURVEYOR'S CERTIFICATION:

THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDES ITEMS 1, 2, 3, 4, 7(a) AND 8 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08-01-2024. DATE OF PLAT OR MAP: 08-01-2024.

NORIEITE J. ALVAREZ, PSM FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 157273

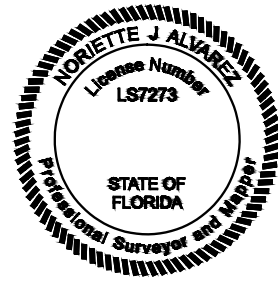


Exhibit B

Site Plan

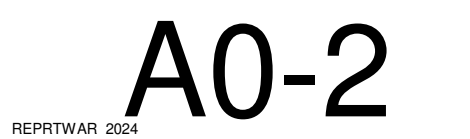
[illegible]

Exhibit C

Welcome to Pembroke Park Sign

harbinger
sign of the future

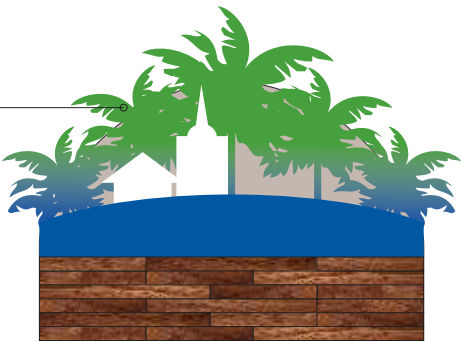
2756 Park St., Jacksonville, FL. 32205
harbingersign.com 904.268.4681

TOWN OF PEMBROKE PARK

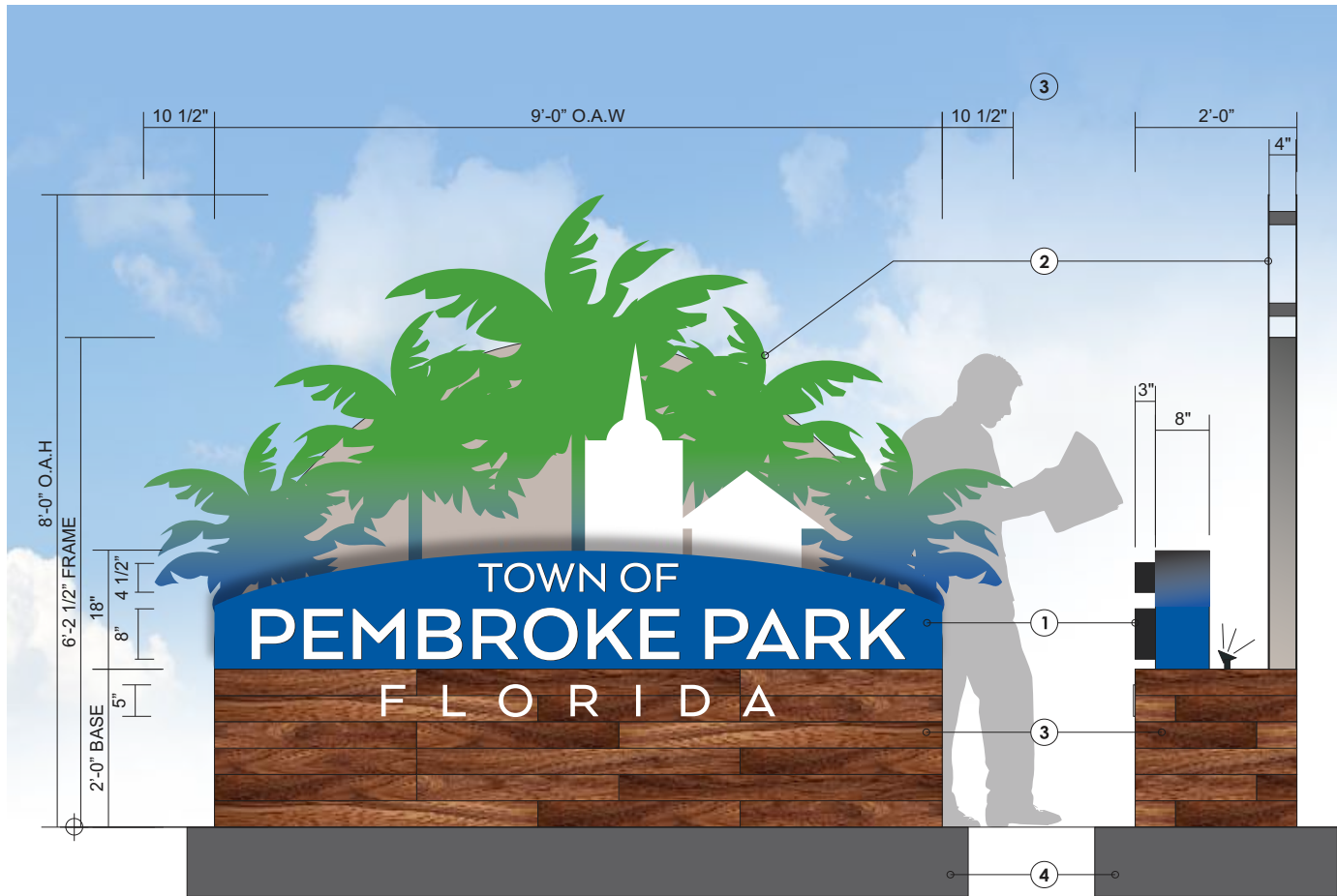
MONUMENT SIGN
SW 56TH AVE, PEMBROKE PARK, FL 33023
01.22.25

OPTION 1

ROUTED .125 ALUM PER DESIGN, PAINTED PER COLOR



BACK OF SIGN



NIGHT VIEW



SCALE: 1/2" = 1'-0"

harbinger
sign of the future

2756 Park St., Jacksonville, FL. 32205
harbingersign.com 904.268.4681

PROJECT: Pembroke Park Monument Sign
Account Name: McDowell Housing Partners

ADDRESS: SW 56TH AVE,

CITY/STATE: Pembroke Park, FL 33023

DATE: 01.22.25

FILE: MHP_CITY OF PEMBROKE PARK_MONUMENT SIGN_100
PATH: F:\Customers\Henley Investor Management

SALES: Wes Kaye

DESIGNER: Brandon Winebarger

PROJECT MGR.: TBD

REVISIONS: 00
Date: 01.22.25

00- Original

APPROVALS:
Signature Required

CLIENT:

SALES REP:

PROJECT MGR:

SIGN 1 QTY: 1 72.0 SQFT

MANUFACTURE ONE (1) INTERNALLY ILLUMINATED SINGLE-SIDED MONUMENT SIGN PER DESIGN SPECS.

SCHEDULE:

- "TOWN OF PEMBROKE" 8" DEEP SKIN & FRAME OVAL ENCLOSED ALUM. STRUCTURE, PAINTED PER PAINT SPECS. 3" DEEP REMOTE TRIM-LESS CHANNEL LETTERS, RETURNS PAINTED SATIN BLACK. LETTERS TO BE MOUNTED TO ENCLOSED FRAME. CHANNEL LETTERS TO BE INTERNALLY ILLUMINATED W/ WHITE LED UNITS.
- "BACKGROUND DESIGN" 4" DEEP BACK OVAL SUPPORT FRAME PAINTED PER SPECS. PALM TREE DESIGN TO BE ROUTED OUT OF .125 ALUM. PER FOLLOWING DESIGN WITH GRADIENT PAINT STYLE PER COLORS. BACK OF SIGN TO BE ALL ROUTED .125 ALUM. PER DESIGN. PROVIDE ADDITION ANGLE SUPPORT TO HOLD ROUTED SHAPE DESIGN BACK TO BACK TO FRAME. FRONT DESIGN TO BE EXTERNALLY ILLUMINATED WITH LINEAR LIGHT BAR HIDDEN ON BASE AREA, BEHIND THE BLUE ENCLOSED CABINET.
- "BASE" TO BE 24" DEEP ALUM. SKIN & FRAME BASE W/ 4" DARK WALNUT VENEER PLANKS OVERLAY THE ALUM. SKIN. FLORIDA TO BE 1/4" THICK FLAT ROUTED ALUM. LETTERS, PAINTED WHITE. LETTERS TO BE MOUNTED FLUSH TO BASE AREA PER REQUIRED HARDWARE. WOOD TYPE VENEER CAN BE PICK BY CLIENT IF PREFER DIFFERENT LOOK.
- FOUNDATION/FOOTER TO BE PROVIDE BY CLIENT GC, TO COORDINATE WITH PROJECT MANAGER/ENGINEER AT TIME OF PRODUCTION & INSTALL

PAINT SPECS:

- SATIN, PANTONE 2133 C
- SATIN, PANTONE 7738 C
- SATIN, PANTONE WARM GRAY 3 C
- SATIN, WHITE
- SATIN, BLACK

VINYL SPECS:

- 3M WHITE DIFFUSER VINYL (IF NEEDED)

NOTES:

- FINAL BUILD SPECS MAY CHANGE UPON FINAL ENGINEER & SHOP DRAWING REVIEW STAGES
- CLIENT TO PROVIDE FULL BRAND GUIDELINE OF COLORS, FONTS, & ICONS PRIOR TO FINAL PRODUCTION STAGES

PRIMARY ELECTRICAL

UNLESS OTHERWISE SPECIFIED, ELECTRICAL SIGNS WILL BE MANUFACTURED WITH 120 VOLTS A.C. PRIMARY ELECTRICAL SERVICE. THE FINAL CONNECTION THEREOF IS THE TOTAL RESPONSIBILITY OF CLIENT WITHIN 5 FEET OF THE ELECTRICAL SIGN

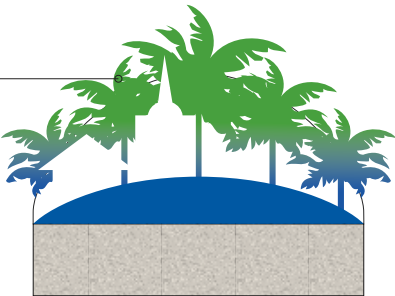


SPECIFICATIONS

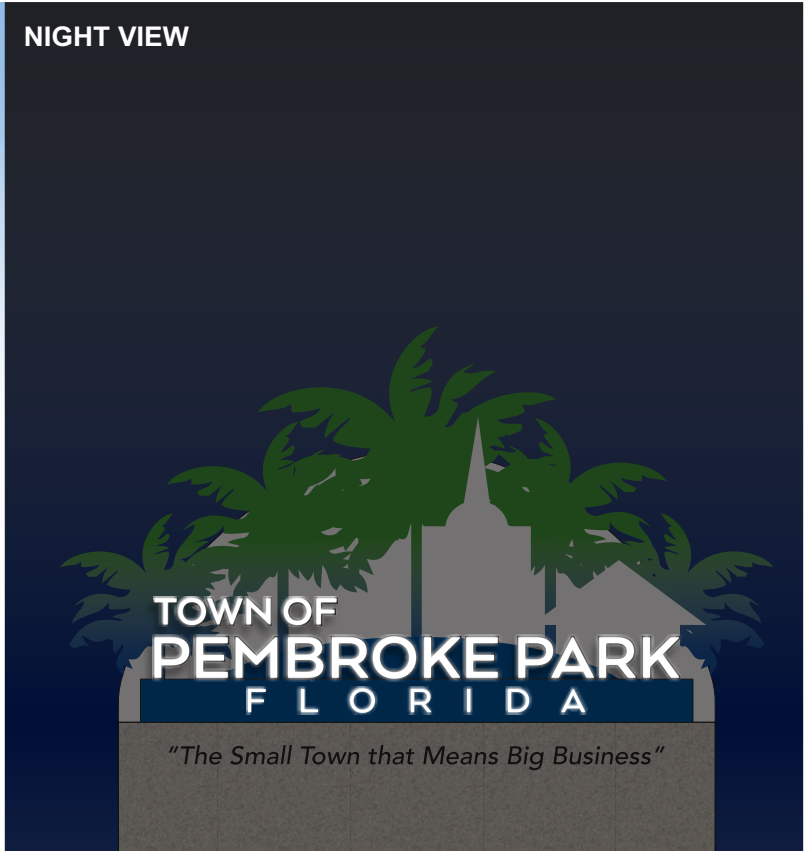
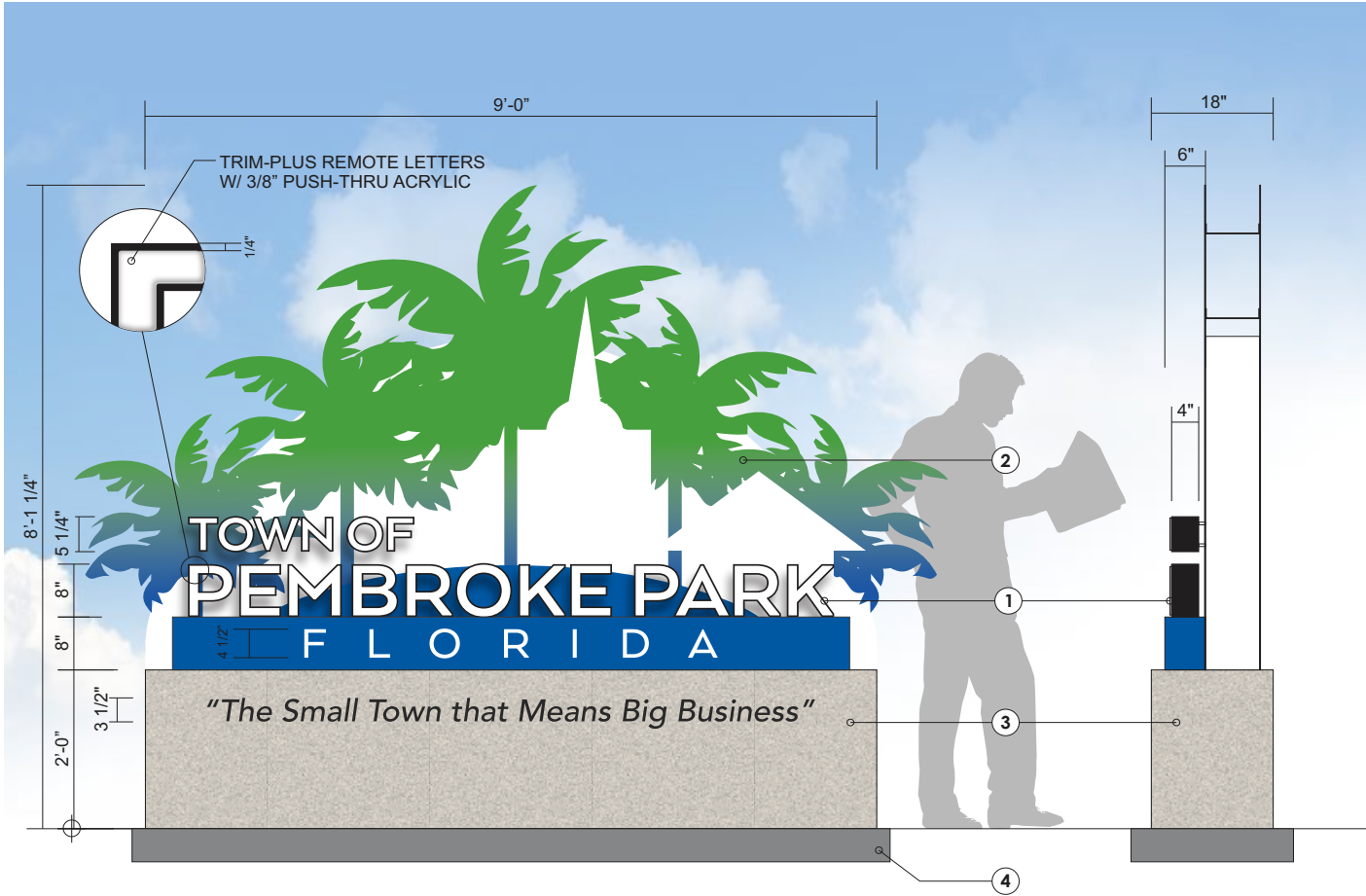
PRODUCT SHALL BE MANUFACTURED/INSTALLED IN ACCORDANCE WITH ENGINEERED DRAWINGS, APPLICABLE LAWS, CODES, AND REGULATIONS.

OPTION 2

ROUTED .125 ALUM PER DESIGN, PAINTED PER COLOR



BACK OF SIGN



NIGHT VIEW

SIGN 1 QTY: 1 72.0 SQFT

MANUFACTURE ONE (1) INTERNALLY ILLUMINATED SINGLE-SIDED MONUMENT SIGN PER DESIGN SPECS.

SCHEDULE:

- "TOWN OF PEMBROKE" 6" DEEP SKIN & FRAME ENCLOSED ALUM. STRUCTURE, PAINTED PER PAINT SPECS. 4" DEEP REMOTE TRIM-PLUS CHANNEL LETTERS W/ EXPOSED 3/8" PUSH-THRU ACRYLIC. RETURNS PAINTED SATIN BLACK. LETTERS TO BE MOUNTED TO ENCLOSED FRAME. CHANNEL LETTERS TO BE INTERNALLY ILLUMINATED W/ WHITE LED UNITS.
- "BACKGROUND DESIGN" 4" DEEP BACK OVAL SUPPORT FRAME PAINTED PER SPECS. PALM TREE DESIGN TO BE ROUTED OUT OF .125 ALUM. PER FOLLOWING DESIGN WITH GRADIENT PAINT STYLE PER COLORS. BACK OF SIGN TO BE ALL ROUTED .125 ALUM. PER DESIGN. PROVIDE ADDITION ANGLE SUPPORT TO HOLD ROUTED SHAPE DESIGN BACK TO BACK TO FRAME.
- "BASE" TO BE 18" DEEP ALUM. SKIN & FRAME BASE PAINTED W/ HIGH-GRADE STUCCO SW 7035 AESTHETIC WHITE. LETTERS TO BE 1/4" THICK FLAT ROUTED ALUM. LETTERS, PAINTED BLACK. LETTERS TO BE MOUNTED FLUSH TO BASE AREA PER REQUIRED HARDWARE.
- FOUNDATION/FOOTER TO BE PROVIDE BY CLIENT GC, TO COORDINATE WITH PROJECT MANAGER/ENGINEER AT TIME OF PRODUCTION & INSTALL

PAINT SPECS:

- SATIN, PANTONE 2133 C
- SATIN, PANTONE 7738 C
- SATIN, SW 7035 AESTHETIC WHITE (HIGH-GRADE STUCCO)
- SATIN, WHITE
- SATIN, BLACK

NOTES:

- FINAL BUILD SPECS MAY CHANGE UPON FINAL ENGINEER & SHOP DRAWING REVIEW STAGES
- CLIENT TO PROVIDE FULL BRAND GUIDELINE OF COLORS, FONTS, & ICONS PRIOR TO FINAL PRODUCTION STAGES

PRIMARY ELECTRICAL

UNLESS OTHERWISE SPECIFIED, ELECTRICAL SIGNS WILL BE MANUFACTURED WITH 120 VOLTS A.C. PRIMARY ELECTRICAL SERVICE. THE FINAL CONNECTION THEREOF IS THE TOTAL RESPONSIBILITY OF CLIENT WITHIN 5 FEET OF THE ELECTRICAL SIGN

SPECIFICATIONS

PRODUCT SHALL BE MANUFACTURED/INSTALLED IN ACCORDANCE WITH ENGINEERED DRAWINGS, APPLICABLE LAWS, CODES, AND REGULATIONS.

SCALE: 1/2" = 1'-0"

harbinger
sign of the future

2756 Park St., Jacksonville, FL. 32205
harbingersign.com 904.268.4681

PROJECT: Pembroke Park Monument Sign
Account Name: McDowell Housing Partners

ADDRESS: SW 56TH AVE,

CITY/STATE: Pembroke Park, FL 33023

DATE: 01.22.25

FILE: MHP_CITY OF PEMBROKE PARK_MONUMENT SIGN_100
PATH: F:\Customers\Henley Investor Management

SALES: Wes Kaye

DESIGNER: Brandon Winebarger

PROJECT MGR.: TBD

REVISIONS: 00
Date: 01.22.25

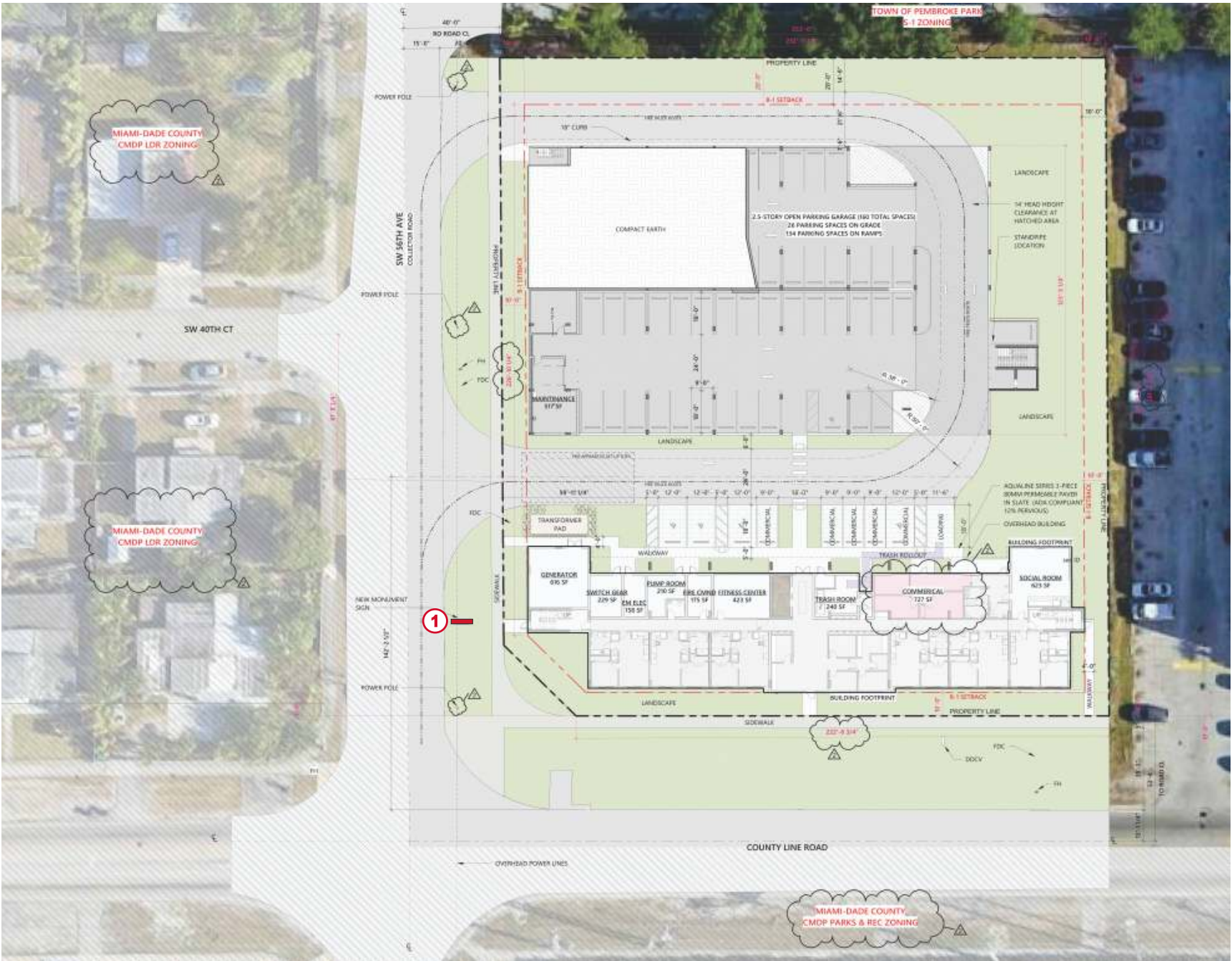
00- Original

APPROVALS:
Signature Required

CLIENT:

SALES REP:

PROJECT MGR:



SITE PLAN SIGN QTY: 1 TOTAL SQFT: 72.0 SQFT

MONUMENT FINAL INSTALLATION TO COORDINATE WITH SITE PM & GC PER FOLLOWING LAYOUT

CODE INFORMATION:

MAX QTY: 1 as long as property has a minimum of 100 FT of primary frontage
MAX AREA: 1 SF per 1 LF, max 250 SF
MAX HEIGHT: 25 FT
SETBACK: 10 FT

CODE CALCULATIONS:

Allowed Total:	226.0 sqft
Proposed Total:	72.0 sqft

NOTES:

SCALE: 1:600

harbinger
sign of the future

2756 Park St., Jacksonville, FL. 32205
harbingersign.com 904.268.4681

PROJECT: Pembroke Park Monument Sign
Account Name: McDowell Housing Partners

ADDRESS: SW 56TH AVE,

CITY/STATE: Pembroke Park, FL 33023

DATE: 01.22.25

FILE: MHP_CITY OF PEMBROKE PARK_MONUMENT SIGN_100
PATH: F:\Customers\Henley Investor Management

SALES: Wes Kaye

DESIGNER: Brandon Winebarger

PROJECT MGR.: TBD

REVISIONS: 00
Date: 01.22.25

00- Original

APPROVALS:
Signature Required

CLIENT:

SALES REP:

PROJECT MGR:



Agenda Item Report

Subject:	Consideration and Approval of an Agreement for Stormwater System Maintenance Services - Public Services Director Merantus
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	This agenda item seeks Town Commission approval of a piggyback agreement between the Town and EnviroWaste Services Group, Inc for ongoing maintenance of the Town's stormwater system maintenance services.
Staff Recommendations:	
Procurement:	This purchase will utilize a piggyback contract through City of Aventura to ensure competitive pricing and compliance with procurement policies.
Financial Implications:	There is no financial obligation, as this is on an as needed basis.
Alternatives:	

ATTACHMENTS:

[Agmt \(EnviroWaste Services - Stormwater Maintnace - Piggyback\)](#)

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of ____ 2025, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as “Town”;

and

ENVIROWASTE SERVICES GROUP, INC., a Florida corporation, with a principal address of 18001 Old Cutler Road, Suite 643, hereinafter “Contractor,” who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide stormwater system maintenance services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about September 3, 2024, between the Contractor and the City of Aventura (the “Agreement”), attached hereto as **Exhibit “A,”** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit “A”** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit “A”** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit “A”** shall govern the relationship between the Town and Contractor, except as amended below:

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit “A,”** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit “A.”**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit “A”**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.
- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

- H. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 2, 2027, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit “A”** are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit “A”** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit “A,” this Agreement shall prevail, followed by Exhibit “A.”

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
1. Keep and maintain public records in the Contractor’s possession or control in connection with the Contractor’s performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 2. Upon request by Town’s records custodian, provide Town with a copy of 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, or as otherwise provided by law.
 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 this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town’s information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. Contractor’s failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.
2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than

twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Town Manager
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, FL 33023
 aghany@tppl.gov

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

Section 9. **Severability.** This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

MEGAWATTAGE, LLC

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

RESOLUTION No. 25-77

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING CITY OF AVENTURA CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC., RFP No. 2024-7-1, WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V OF THE CITY'S CODE, AND TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE PROVISION OF CITYWIDE STORMWATER SYSTEM MAINTENANCE SERVICES ALONG PUBLIC RIGHT-OF-WAY, IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING CITY OF AVENTURA CONTRACT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution resulting from stormwater runoff; and

WHEREAS, one of the required practices is the cleaning of the stormwater drainage catch basins, better known as stormwater inlets; and

WHEREAS, to comply with this requirement, the City of Doral (the "City") implemented a Catch Basin Maintenance Program to control pollutant discharges and protect the environment; and

WHEREAS, the City has implemented this Program since its beginnings, first by adopting the Village of Pinecrest contract and eventually by competitively bidding on the services; and

WHEREAS, EnviroWaste Services Group, Inc. has provided these services to the City since the original implementation; and

WHEREAS, in October of 2022, the Mayor and Councilmembers, authorized the City Manager to proceed with the implementation of an in-house catch basin maintenance program with the approval of the purchase of a new stormwater vacuum truck via Resolution No. 22-216; and

WHEREAS, the in-house program was fully implemented in March of 2024; and

WHEREAS, since the implementation of the in-house program, the City's Public Works Department has utilized the services of EnviroWaste Services Group, Inc. to supplement the in-house program and in case of emergencies; and

WHEREAS, EnviroWaste Services Group possesses a large fleet of Vacuum Trucks and have always been extremely responsive at all the City needs and requests; and

WHEREAS, the contract between the City and EnviroWaste expired in December of 2024; and

WHEREAS, in an effort to continue to provide the highest quality service possible, in a timely and cost-efficient manner, and in order to continue to receive the necessary aide when needed and during emergencies, the Public Works Department (PWD) recommends the adoption of the City of Aventura with EnviroWaste Services Group, Inc., awarded through the RFP No. 2024-7-1 process; and

WHEREAS, funding for this request is available from the Fiscal Year 2024-2025 Public Works Stormwater Fund – “Contractual Services – Other”, Account No. 401.80005.500340.

NOW, THEREFORE, BE RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The adoption of the existing City of Aventura contract with EnviroWaste Services Group, Inc. for the term of the contract and any necessary extension periods for the provision of citywide stormwater system maintenance services along public right-of-way in an amount not to exceed annual budgeted funds, a copy of which is attached as Exhibit “A”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to adopt the existing City of Aventura contract with EnviroWaste Services Group, Inc. for the provision of citywide stormwater system maintenance services along public right-of-way, get into a contract agreement with EnviroWaste Services Group, Inc., and expend budgeted funds on behalf of the City furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Reinoso who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 12 day of March, 2025.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT A

**AGREEMENT BETWEEN
THE CITY OF AVENTURA
AND
ENVIROWASTE SERVICES GROUP, INC.
FOR
STORMWATER SYSTEM MAINTENANCE SERVICES**

THIS AGREEMENT (this “Agreement”) is made effective as of the **3rd** day of **September, 2024** (the “Effective Date”), by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation, whose principal address is 19200 West Country Club Drive, Aventura, Florida 33180 (hereinafter the “CITY”), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address is 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157 (hereinafter, the “CONTRACTOR”).

The following exhibits are incorporated herein and made a part of this Agreement:

Exhibit A: Certificate of Insurance
Exhibit B: Fee Schedule
Exhibit C: Contractor’s Sub Contractors List
Exhibit D: Performance & Payment Security
Exhibit E: E-Verify Affidavit
Exhibit F: Affidavit Attesting to Noncoercive Conduct for Labor or Services

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Stormwater Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on September 3, 2024, CITY adopted Resolution No.2024-54, which ratified the ranking of proposals for Stormwater Maintenance Services and authorized the City Manager to execute an Agreement with the top two highest ranked proposers; and

WHEREAS, City Commission has selected CONTRACTOR to perform Stormwater Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

SECTION 1 – TERM AND TERMINATION

1.1. Intent

The term of this Agreement shall begin on the date that it is fully executed and shall extend three (3) years, with two optional one (1) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2. Termination

This Agreement may be terminated for cause by action of the City Manager if CONTRACTOR is in breach and has not corrected the breach within 5 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 5 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

- 1.2.1. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 90 days after written notice from CONTRACTOR identifying the breach.
- 1.2.2. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 1.2.3. Notice of termination shall be provided in accordance with Section 8.13(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
- 1.2.4. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.
- 1.2.5. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
- 1.2.6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

- 1.2.7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has 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 has been engaged in business operations in Cuba or Syria.

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SECTION 2 - STANDARDS OF INSURANCE

2.1. Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180.
- I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- J. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- K. CONTRACTOR is responsible for any costs or expenses below deductibles, self- insured retentions, coverage exclusions or limitations, or coinsurance penalties.

2.2. Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States

Longshoremen and Harbor workers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has “leased” employees, CONTRACTOR must provide a workers’ compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY. CONTRACTOR is responsible for the Workers’ Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers’ compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form and including per occurrence limits of not less than \$2,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers’ liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a “Follow Form” basis.
- E. Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- F. Employee Dishonesty Coverage: CONTRACTOR shall provide Employee Dishonesty coverage to include liability for dishonest acts of the CONTRACTOR’S employees against the CITY including Theft.

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SECTION 3 – SCOPE OF WORK

3.1. Scope of Work

The scope of work shall include, but is not limited to, providing continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, CITY owned stormwater infrastructure system. The infrastructure requiring maintenance services shall include, but not limited to, stormwater catch basins, inlets, manholes, pipes, outfalls, and pollution control devices.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity and sediment control, and regulatory permitting, as needed.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

The City reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the City deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

3.2. Background

The CITY is responsible for the management and maintenance of the CITY's stormwater infrastructure. The CONTRACTOR shall be responsible for providing maintenance services to stormwater systems consisting of a complex network of over 800 catch basins and drainage structures; 12 miles of underground pipes of various sizes; 44 drainage wells; and 57 outfalls.

A. Services: The CONTRACTOR shall furnish all labor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT), and services required to accomplish the regular maintenance of the CITY's stormwater management system, but is not limited to, the cleaning of the following:

1. Catch basins.
2. Stormwater manholes.
3. Stormwater pipes.
4. Outfalls.
5. Drainage wells.
6. Stormwater pollution control structures, weirs & other appurtenances.
7. Closed Circuit Televising of pipe (CCTV) – (can be performed by a subcontractor).

B. Cleaning/Maintenance: The CONTRACTOR shall be responsible for performing the cleaning of the entire stormwater infrastructure.

1. Stormwater Management System Inspection/Cleaning – Scope includes annual inspection and cleaning of catch basins, storm manholes, weirs, and other stormwater structures along with all the downstream pipe segments connected to

each of the structures. As part of the inspections, CONTRACTOR shall record the sediment depth in each structure; identify any defects, both structural and aesthetic; remove debris and clear any weeds on or around the structures; and verify grate decals.

2. **Well Cleaning:** The CONTRACTOR will provide all pumps, motors, air compressors, surge tanks, discharge hoses and/ or pipes, and other ancillary equipment needed to develop each production well to the extent that, as practical, suspended solids have been removed from the well.
 3. **Regulatory Compliance –** CONTRACTOR shall comply with all Federal, State, and Local regulatory requirements for work in active stormwater facilities that entail working in confined space and hazardous conditions. CONTRACTOR shall conform to Occupational Safety and Health Administration (OSHA) requirements, latest version, including Confined Space Entry requirements (29 CFR CH. XVII, Section 1910.146).
- C. National Pollution and Discharge Elimination System (NPDES):** The CITY is a co-permittee of the Miami-Dade County Municipal Separate Storm Sewer System (MS4) NPDES permittee FLS000003-004, as a result, and as directed by the CITY, the CONTRACTOR shall support the requirements of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing stormwater pollution. CONTRACTOR shall only assign staff trained in BMPs to work in the CITY.
- D. Emergency Callouts:** The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff shall be in accordance with Section 3.2.J. The CONTRACTOR shall supply the CITY with the primary and secondary backup contact name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall always remain current. Any changes shall be forwarded to the CITY in writing. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless of less time spent resolving the emergency.
- E. Equipment:** CONTRACTOR equipment shall be in good state of repair and maintained in good working condition while in use for all work assignments. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's service rating capacity or service life for any equipment be exceeded. The following requirements shall be met:
1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck). All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the CITY's stormwater infrastructure. All equipment manufactures recommendations for pressure (PSI rating) and gallons per minute shall be adhered to. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to

remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.

2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for wastewater operations shall not be used on stormwater system.
 3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dictated by pipe material.
 4. CONTRACTOR must provide CITY with a list of equipment to be used for wastewater and storm water infrastructure cleaning.
 5. In the instance that the CONTRACTOR's equipment becomes lodged in the pipeline, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the pipelines or cause an overflow. If the equipment must be removed by excavation, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.
- F. Subcontracting:** The CONTRACTOR shall own or lease all equipment and employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV work. Any other type of subcontracting for any miscellaneous services requests shall be subject to approval by the CITY.
- G. Work Order Completion Data Input:** The CONTRACTOR shall enter/input information for completed work order into CITY's Asset Management Software and/or update CITY's GIS software. The typical information required includes actual start date, actual finished date, work status (completed, in progress, on hold, etc.), comments, completed check sheets, and photographs. CITY may also provide CONTRACTOR with access to data collection app for asset data to be updated on mobile device. Work Order Completion data input shall be entered no later than 7 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provided in an electronic format agreed to by CITY and CONTRACTOR. Written reports to the CITY will only be accepted when requested by the CITY.
- H. Disposal of Waste Debris:** The CONTRACTOR is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.

CONTRACTOR shall not mix hazardous and non-hazardous wastes. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from other entities being serviced by the CONTRACTOR with CITY wastes, except when disposing at an approved disposal facility. CONTRACTOR is

responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees for disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.

I. Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.

J. Response Time:

1. 24/7 Contact Number. The CONTRACTOR shall maintain a telephone number which is monitored 24 hrs. per day 7 days per week.
2. The CONTRACTOR shall maintain an active e-mail to receive work orders 24 hrs. per day 7 days per week.
3. For emergency callouts, the CONTRACTOR shall respond within one half hour (30 minutes) of the first call made to the 24/7 Contact Number and commence work within One (1) hour of notification.

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SECTION 4 – STANDARDS OF WORK

4.1. Intent

- A.** Supervision and Responsibility. The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.
- B.** Uniforms. CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non- uniform clothing will not be permitted, including for new employees.
- C.** Vehicles. CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.
- D.** Equipment Safety. CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- E.** Discovery and Notification. If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.
- F.** Damages. The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.
- G.** All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

4.2. Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 3.

4.3. Level of Service

- A.** The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.
- B.** Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Payment shall be made based upon the bid item unit rates for each task. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.
- C.** Emergency Callouts: See section 3.2.B for emergency callout requirements. The CONTRACTOR will supply staffing, equipment, and needed resources to assist CITY staff address the emergency and will not demobilize or remove resources until the emergency conditions are abated and on-site CITY staff approves demobilization. Invoicing and payment for emergency work shall be made based upon the bid item unit rates for each task assigned.
- D.** Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. The CONTRACTOR shall take photographs or videos of the jobsite prior to start of assigned work. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their bid. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.
- E.** Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.
- F.** The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.
- G.** The CONTRACTOR shall ensure all equipment safety devices recommended by the

manufacturer are installed and properly maintained.

- H.** The CONTRACTOR shall ensure to park vehicles and equipment on the right-of-way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the CITY to be prohibitive.
- I.** All landscaping is designated to remain. All landscaping within 5 feet of construction activities shall be protected as per City Landscaping Standard. CONTRACTOR shall not stage or operate equipment within the dripline of trees.
- J.** The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.
- K.** All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.
- L.** Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.
- M.** The CONTRACTOR shall maintain a clean and safe work environment.
- N.** The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.
- O.** At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

4.4. Liquated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in this Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 4.8 is reasonable and does not constitute a penalty. The parties

recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Delays

- i. Routine Maintenance: Failure to complete scope of work tasked within the time limits indicated in the Work Order shall result in liquidated damages in the amount of One Hundred Dollars (\$100.00) for each day of delay.
- ii. Emergency Callouts: Failure to commence emergency repairs within one (1) hour of notification shall result in liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each additional hour of delay.

B. Failure to Respond

Failure to respond to emergency phone calls from CITY staff within 30 minutes of the first call made to the contact number listed for emergency response shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00) per each instance.

Consistent failure by CONTRACTOR to respond to Emergency repairs and scheduled maintenance within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.5. Work Order Completion Information Input

CONTRACTOR shall be responsible to provide information on completed work for a report to the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, CITY contract #, location, CITY asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System.

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SECTION 5 – STANDARDS OF CONTRACTOR

5.1. Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

5.2. Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

5.3. Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

5.4. Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

5.5. Experience

CONTRACTOR shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing vacuum cleaning and jetting services for stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY, CONTRACTOR shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

5.6. Safety Precautions and Programs

- A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered

harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.

- C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

5.7. Safety of Persons And Property

- A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees at the Project site and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
 - iii. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.
- F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person

shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

5.8. Performance Evaluation

CITY shall meet with CONTRACTOR every six months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

5.9. Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub- contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

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SECTION 6 – STANDARDS OF LABOR AND MATERIALS

6.1. General

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, supplies, tools, safety measures, maintenance of traffic and services required to perform vacuum cleaning and jetting services for stormwater services throughout the City of Aventura.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT). CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

6.2. Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

6.3. Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased.

- A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment 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, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment unless authorized by CITY. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

6.4. Supervision and Responsibility of Contractor

- A. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.
- B. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY.
- C. The CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.
- D. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions.
- E. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

- F. Supervisor – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.
- G. Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.
- H. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.
- I. Vehicles - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- J. Maintenance of Traffic – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.
- K. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment 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, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- L. Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

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SECTION 7 – STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1. Security Requirements

- A. Within fourteen days of the Notice of Award by CITY Council, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000 or 100% of the total annual cost (whichever is greater) as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit D provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Aventura" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit D.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 - i. The surety company is licensed to do business in the State of Florida.
 - ii. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 - iii. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - iv. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - v. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - vi. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 - vii. The bond shall be issued by a Florida resident agent.
 - viii. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 - ix. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum

policyholders rating of A- Class VII or higher. In the event that the **SURETY COMPANY'S RATING SHALL DROP, THE SURETY COMPANY SHALL IMMEDIATELY** notify CITY.

- x. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8 – GENERAL CONDITIONS

8.1. Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2. Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3. Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4. Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of CITY Commission.

8.5. Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.
- F. The CONTRACTOR's performance will be reviewed collaboratively with the CITY on a quarterly basis during each contract year. The CITY will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.
- G. Taxes: CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.6. Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of CITY Commission.

8.7. No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, Commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8. Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The CITY Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.9. Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.10. Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.11. Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of CITY Manager or designee.

8.12. Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of

infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY Manager and CITY Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.13. Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - i. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - ii. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - iii. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - iv. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

- v. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
- vi. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- ii. Upon request by the CITY's records custodian, provide the CITY 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, or as otherwise provided by law.
- iii. 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.
- iv. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- v. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 466-8901, horvathe@cityofaventura.com OR BY MAIL: City of Aventura – Office of City Clerk, 19200 West Country Club Drive, Aventura, Florida 33180.

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, proposer, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Ronald J. Wasson
City Manager
City of Aventura
19200 West Country Club Drive

Aventura, Florida 33180

With a copy to:

Robert Meyers, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

CONTRACTOR:

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
- i. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 - ii. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 (N) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.

- Q. Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.everify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement,

the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Y. NONCOERCIVE AFFIDAVIT

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 9 – EXHIBIT FORMS

The exhibits located in this section of the Agreement shall be submitted by the Proposer/CONTRACTOR.

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ENVIRSER19

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000		CONTACT NAME: Laura or Yomie PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): 305-669-6030 E-MAIL ADDRESS: laura.wilkeson@usi.com	
INSURED Envirowaste Services Group, Inc 18001 Old Cutler Road, Ste 643 Miami, FL 33157		INSURER(S) AFFORDING COVERAGE INSURER A : Ironshore Specialty Insurance Co INSURER B : Federal Insurance Company INSURER C : Aspen American Insurance Company INSURER D : Nautilus Insurance Company INSURER E : Colony Insurance Company INSURER F : AXIS Surplus Insurance Company	NAIC # 25445 20281 43460 17370 39993 26620

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:\$50,000 ☒ ContractorsPollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Pollution COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
D	DED ☐ RETENTION \$ ☐	X	X	FFX204422810	07/31/2024	07/31/2025	\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	54326743	07/31/2024	07/31/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Inland Marine	X	X	IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: L-24-139-08.09, Stormwater System Maintenance Services

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Aventura, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Aventura 19200 West Country Club Drive Aventura, FL 33180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Excess policy follows form under the General Liability, Employers Liability, and Commercial Auto Liability. The General Liability and Automobile Liability Policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contract

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions, Coverages A, B, C, F and G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A, SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury, property damage, environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.
2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES, COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

This insurance does not apply to any **bodily injury, property damage** or **environmental damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A: Personal and Advertising Injury Liability**, Paragraph **2. Exclusions** is amended to include the following exclusion:

This insurance does not apply to **personal and advertising injury** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:
ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)
In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions, Coverages A, B, C, F and G and SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A, SECTION II – WHO IS AN INSURED**, Paragraph 4.e. is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by **your work** performed for such additional insured(s) and included in the **products-completed operations hazard**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

	Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract	

A. **SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to specify the entity indicated in the Schedule above as:

e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

(1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury:**

- (a)** For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
- (b)** Arising out of any express warranty unauthorized by you;
- (c)** Arising out of any physical or chemical change in the product made intentionally by the vendor;
- (d)** Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
- (e)** Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
- (g)** Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- (2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
 - (a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
 - (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
 - (3) The insurance afforded to such additional insured only applies to the extent permitted by law.
 - (4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER 432742

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following

SUPPLEMENTAL TO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured: Envirowaste Services Group, Inc.

Endorsement Effective Date: 7/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Item **Other Insurance** of Item **General Conditions** under Section IV **Business Auto Conditions**

Regardless of the provisions of Paragraph a through d above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an insured of a covered auto for which an insured is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 30, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ENTITY -
WAIVER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph 22. Transfer of Rights of Recovery Against Others to Us, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Workers' Compensation and Employers' Liability Policy

☐ Named Insured E ☐ VIOWASTE SERVICES GROUP, INC. 10001 OLD COTLER RD, #43 PALMETTO AVE, FL 33107 #440	Endorsement Number Policy Number Symbol WCF Number 432743
Policy Period 7/31/2024 to 7/31/2024	Effective Date of Endorsement 7/31/2024
Issued ☐ Name of Insurance Company FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN STATES WHERE APPLICABLE

For the states of CA, TX, TN, refer to state specific endorsements.

This endorsement is not applicable in IL, IN, and OH.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 207.00 of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (S.A. 1001001 through 1001007 and amendments thereto) and the Kansas Fairness in Public Construction Contract Act (S.A. 1001901 through 1001907 and amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

EXHIBIT B – FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates, and The City of Aventura makes no guarantee of a specific volume of work to be performed.

Item No.	Description of Task	Unit	Quantity	Unit Price	Amount
1	Cleaning of stormwater catch basins and inlets	Each	532	\$ 225.00	\$ 119,700.00
2	Cleaning of stormwater manholes	Each	258	\$ 225.00	\$ 58,050.00
3	Cleaning of pipes	Linear Feet	60,000	\$ 0.01	\$ 600.00
4	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	Hour	100	\$ 285.00	\$ 28,500.00
5	Vacuum Truck service, with two operators (all other hours)	Hour	100	\$ 365.00	\$ 36,500.00
6	Well Cleaning	Each	44	\$ 1,675.00	\$ 73,700.00
7	CCTV Inspection	Linear Feet	1,000	\$ 5.75	\$ 5,750.00
Total					\$ 322,800.00

Pay Item Notes:

1. Pay Items No.1 and No.2: Refer to Section 3.2.B.1 for scope of work. Unit price is per structure inspected or cleaned.
2. Pay Item No.3: The unit price for item 3 in the bid form shall be regardless of drainage pipe size and pipe construction material.
3. Pay Items No. 4 and No. 5: Refer to Section 3.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site.

EXHIBIT C – CONTRACTOR’S SUBCONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item No.	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	none, not applicable	
2		
3		
4		
5		
6		
7		

[THIS SPACE INTENTIONALLY LEFT BLANK]



**PERFORMANCE BOND
(Annual Form)**

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, Envirowaste Services Group, Inc., as Principal, and Atlantic Specialty Insurance Company, licensed to do business in the State of New York, as Surety, are held and firmly bound unto City of Aventura, Florida (Obligee), in the penal sum of Three Hundred Twenty Two Thousand Eight Hundred and 00/100 Dollars (\$322,800.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 3rd day of September, 2024, and terminating the 3rd day of September 2025, for STORMWATER SYSTEM MAINTENANCE SERVICES and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 9th day of September, 2024, until 9th day of September, 2025, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024 .

PRINCIPAL Envirowaste Services Group, Inc.

WITNESS

Jim Long
Jim Long, Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY

One State Street Plaza, 31st Fl, New York, NY 10004

WITNESS Ryan Norman

BY: Bradley Mapes
Bradley Mapes, Attorney-In-Fact





**PAYMENT BOND
(Annual Form)**

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, Envirowaste Services Group, Inc., as Principal, and Atlantic Specialty Insurance Company, licensed to do business in the State of New York, as Surety, are held and firmly bound unto City of Aventura, Florida (Obligee), in the penal sum of Three Hundred Twenty Two Thousand Eight Hundred and 00/100 Dollars (\$322,800.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 3rd day of September, 2024, and terminating the 3rd day of September, 2025, for STORMWATER SYSTEM MAINTENANCE SERVICES and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

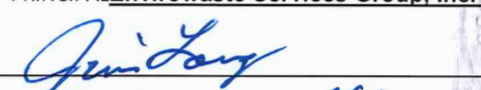
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 9th day of September, 2024, until 9th day of September, 2025, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024.

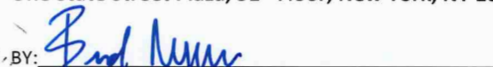
PRINCIPAL Envirowaste Services Group, Inc.


WITNESS


Tim Lowe, Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY
One State Street Plaza, 31st Floor, New York, NY 10004


WITNESS Ryan Norman

BY: 
Bradley Mapes, Attorney-In-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley Mapes, Jodi L. Jennings, Oana R Dimulescu, Ryan Norman, Sarah C. Belcastro, Shana Kae Meyer, Stephen A. Vann**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

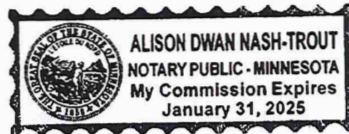
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of September, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

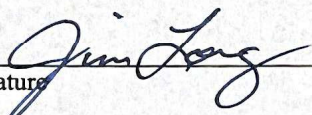
EXHIBIT E – E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

X 

Signature
Jim Long

Print Name

09/06/2024

Date
CEO

Title



Client Company: ENVIROWASTE SERVICES GROUP INC

[Client Companies](#) ENVIROWASTE SERVICES GROUP INC

ENVIROWASTE SERVICES GROUP INC

Profile ACTIVE

Company Information

Company Name

ENVIROWASTE SERVICES GROUP INC

Doing Business As (DBA) Name

ENVIROWASTE SERVICES GROUP INC

Company ID

1222494

Enrollment Date

Aug 31, 2017

Employer Identification Number (EIN)

650829090

Unique Entity Identifier (UEI)

DUNS Number

041117529

Total Number of Employees

100 to 499

NAICS Code

562

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Waste Management and Remediation Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

18001 OLD CUTLER ROAD
SUITE 554
PALMETTO BAY, FL 33157

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

ENVIROWASTE SERVICES GROUP INC is Configured to:

Have Employees Managed and Verified by My Company

Memorandum of Understanding

[View Current MOU](#)

[View MOU Signature Page](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



**EXHIBIT F – AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Nongovernment Entity Name: EnviroWaste Services Group, Inc. (“Vendor”)
Vendor FEIN: 65-0829090
Address: 18001 Old Cutler Road, Suite 643
City: Palmetto Bay State: FL Zip: 33157
Phone Number: 877-637-9665 Email Address: INFO@EWSG.com

As a nongovernmental entity executing, renewing, or extending a contract with the City of Aventura, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

x 
Signature
Jim Long
Print Name

09/06/2024
Date
CEO
Title

IN WITNESS WHEREOF, the City of Aventura and EnviroWaste Services Group, Inc. have executed or caused their duly authorized representatives to execute this agreement.

CITY OF AVENTURA

DocuSigned by:
Ronald J. Wasson
By: 4FFFE382F66E41F...
Ronald J. Wasson, City Manager
Date: 10/23/2024

Attest:
Signed by:
Ellisa L. Horvath
9E7C6E64D5134BA
Ellisa L. Horvath, MMC, City Clerk
Date: 10/23/2024

Approved as to legal form:
Signed by:
Robert Meyers
99DB0015004040E...
City Attorney
Date: 10/23/2024

CONTRACTOR

By: ☒ Jim Long
EnviroWaste Services Group, Inc.
Printed Name: Jim Long
Title: CEO
Date: _____



Agenda Item Report

Subject:	Consideration and Approval of the Purchase of Four Portable Pumps for Stormwater and Emergency Operations - Public Services Director Merantus
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	This agenda item seeks Town Commission approval for the purchase of four (3) portable pumps to support stormwater management, flood mitigation, and emergency response operations. The addition of portable pumps will: • Improve the Town's capacity to respond quickly during heavy rainfall and flooding events • Provide flexibility for use in multiple locations throughout the Town • Enhance maintenance of low-lying areas and stormwater infrastructure • Reduce reliance on external vendors during emergencies
Staff Recommendations:	
Procurement:	This purchase will utilize a co-op purchasing program through the Sheriff's department to ensure competitive pricing and compliance with procurement policies.]
Financial Implications:	\$100,000 are coming out of the stormwater control ARPA funds, and \$122,000 coming from the drainage issues ARPA funds.
Alternatives:	

ATTACHMENTS:

[Agmt \(FSA COOP - Thompson Pump Manufacturing Co.\)](#)
[Proposed Agreement](#)

**AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
THOMPSON PUMP AND MANUFACTURING CO.**

THIS AGREEMENT is entered into on _____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Thompson Pump & Manufacturing Co., Inc., a corporation authorized to do business in the State of Florida, with principal office located at 4620 City Center Drive, Port Orange, FL 32119 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Florida Sheriffs Association ("FSA") Cooperative Purchasing Program: FSA23-EQU21.0 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to FSA, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."
3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.
4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance:** In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.
- i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.
- e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Allan Curry
Thompson Pump & Manufacturing Co., Inc.
4620 City Center Drive
Port Orange, FL 32119
Telephone No. (561) 284-5149
acurry@thompsonpump.com

Scrutinized Companies:

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

BY: _____
MAYOR ASHIRA MOHAMMED

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

THOMPSON PUMP &
MANUFACTURING CO., INC.

Print name

Print name

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Thompson Pump & Manufacturing Co., Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Thompson Pump & Manufacturing Co., Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

FSA COOPERATIVE PURCHASING PROGRAM

(FSA23 - EQU21.0)

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Equipment Final Award Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from **October 1, 2023, through September 30, 2025**. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Amendment
FSA23-EQU21.0: Equipment
Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

Please sign and return this Contract Amendment along with a completed pricing sheet. Awarded vendors who do not respond will not be authorized to sell parts until FSA CPP receives a completed Contract Amendment Acknowledgement and a parts pricing sheet.

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☒ **Yes, we wish to offer parts. Please see our completed pricing sheet.**

☐ **No, we do not wish to offer parts.**

Name of Authorized Agent (Please Print):

Jeff Miller

Signature:

Jeff Miller

Awarded Vendor Company Name:

Green Thumb Palm Beach

Date:

1/21/25



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Pump: Mobile Pump

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissioning: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Addition of Repair and Replacement Parts

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 317, Thompson Pump, 6J5C, 6J5C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Northern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Central	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Southern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options

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Bid Award

Award Report | VendorLink

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 318, Tradewinds, TPK66, TPK66

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 309, Atlas Copco, PAS 150 HF, PAS 150 HF

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Northern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Central	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Southern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 310, BBA Pumps, BA150E, BA150E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BBA PUMPS	\$49,955.00	Build	Options
Northern	Primary	BBA PUMPS	\$49,955.00	Build	Options
Central	Primary	BBA PUMPS	\$49,955.00	Build	Options
Southern	Primary	BBA PUMPS	\$49,955.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 311, ECO PUMP, Trailer Mounted Trash Pump, 6612T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Northern	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Central	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Southern	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 312, Global Pump, 6GSTAP, 6GSTAP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Northern	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Central	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Southern	Primary	Mersino Dewatering	\$49,750.00	Build	Options

<https://www.myvendorlink.com/internal/staff/awardzone>

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 313, Godwin, CD 150S, CD 150S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options

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Bid Award

Award Report | VendorLink

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 314, Holland Pumps, PT6TPC-P1104D44T, PT6TPC-P1104D44T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Holland Pump Company	\$53,120.00	Build	Options
Northern	Primary	Holland Pump Company	\$53,120.00	Build	Options
Central	Primary	Holland Pump Company	\$53,120.00	Build	Options
Southern	Primary	Holland Pump Company	\$53,120.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 315, MWI, CT006, CT006

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	MWI pumps	\$49,175.00	Build	Options
Northern	Primary	MWI pumps	\$49,175.00	Build	Options
Central	Primary	MWI pumps	\$49,175.00	Build	Options
Southern	Primary	MWI pumps	\$49,175.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 316, Pioneer, PP66512L71, PP66512L71

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Northern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Central	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Southern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 321, PRIMAX-SYKES, CP, 150I

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Northern	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Central	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Southern	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options

EXHIBIT B

Proposal



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

April 28, 2025

Quote # ECR-AC-057-2025(revised)

Town of Pembroke Park
Public Services
3150 SW 52nd Ave
Pembroke Park, FL 33023
PH: (954)290-1252
E: olarzabal@tppfl.gov

RE: 6" Trailer-Mounted, Trash Pump

Hello Manny,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing 2023 Florida Sheriffs Association Contract, Item #317 pricing for (4) Thompson Pump Model 6JSCEE-DIST-4LE2T-MC a Compressor Assisted, Trailer-Mounted, Sound Attenuated, High Efficiency Trash Pump. We understand Pembroke Park Public Works will utilize these pumps for general pumping of Stormwater.

The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0 Equipment. This Florida based government contract enables The Town of Pembroke Park to avoid the hassle and expense of purchasing these pumps through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order these units by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: **FSA23-EQU21.0, Item #317.**

Should you require further information or have any questions, please contact me at the number below.

Sincerely,

Allan Curry

Allan Curry
Thompson Pump & Manufacturing Co., Inc
Municipal Sales Representative
Cell: (561) 284-5149
Email: acurry@thompsonpump.com

cc: David Perry, Municipal Sales Manager

**AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
THOMPSON PUMP AND MANUFACTURING CO.**

THIS AGREEMENT is entered into on _____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Thompson Pump & Manufacturing Co., Inc., a corporation authorized to do business in the State of Florida, with principal office located at 4620 City Center Drive, Port Orange, FL 32119 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Florida Sheriffs Association ("FSA") Cooperative Purchasing Program: FSA23-EQU21.0 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to FSA, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance:** In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.
- i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.
- e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Allan Curry
Thompson Pump & Manufacturing Co., Inc.
4620 City Center Drive
Port Orange, FL 32119
Telephone No. (561) 284-5149
acurry@thompsonpump.com

Scrutinized Companies:

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

BY: _____
MAYOR ASHIRA MOHAMMED

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

THOMPSON PUMP &
MANUFACTURING CO., INC.

Print name

Print name

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Thompson Pump & Manufacturing Co., Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Thompson Pump & Manufacturing Co., Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

FSA COOPERATIVE PURCHASING PROGRAM

(FSA23 - EQU21.0)

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Equipment Final Award Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from **October 1, 2023, through September 30, 2025**. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Amendment
FSA23-EQU21.0: Equipment
Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

Please sign and return this Contract Amendment along with a completed pricing sheet. Awarded vendors who do not respond will not be authorized to sell parts until FSA CPP receives a completed Contract Amendment Acknowledgement and a parts pricing sheet.

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

Signature:

Jeff Miller

Jeff Miller

Awarded Vendor Company Name:

Date:

Green Thumb Palm Beach

1/21/25



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Pump: Mobile Pump

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissioning: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Addition of Repair and Replacement Parts

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 317, Thompson Pump, 6J5C, 6J5C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Northern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Central	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Southern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options

<https://www.myvendorlink.com/internal/staff/awardzone>

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Bid Award

Award Report | VendorLink

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 318, Tradewinds, TPK66, TPK66

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 309, Atlas Copco, PAS 150 HF, PAS 150 HF

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Northern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Central	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Southern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 310, BBA Pumps, BA150E, BA150E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BBA PUMPS	\$49,955.00	Build	Options
Northern	Primary	BBA PUMPS	\$49,955.00	Build	Options
Central	Primary	BBA PUMPS	\$49,955.00	Build	Options
Southern	Primary	BBA PUMPS	\$49,955.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 311, ECO PUMP, Trailer Mounted Trash Pump, 6612T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Northern	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Central	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options
Southern	Primary	Pat's Pump & Blower	\$59,820.00	Build	Options

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10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 312, Global Pump, 6GSTAP, 6GSTAP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Northern	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Central	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Southern	Primary	Mersino Dewatering	\$49,750.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 313, Godwin, CD 150S, CD 150S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options

10/4/23, 8:43 AM

Bid Award

Award Report | VendorLink

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 314, Holland Pumps, PT6TPC-P1104D44T, PT6TPC-P1104D44T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Holland Pump Company	\$53,120.00	Build	Options
Northern	Primary	Holland Pump Company	\$53,120.00	Build	Options
Central	Primary	Holland Pump Company	\$53,120.00	Build	Options
Southern	Primary	Holland Pump Company	\$53,120.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 315, MWI, CT006, CT006

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	MWI pumps	\$49,175.00	Build	Options
Northern	Primary	MWI pumps	\$49,175.00	Build	Options
Central	Primary	MWI pumps	\$49,175.00	Build	Options
Southern	Primary	MWI pumps	\$49,175.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 316, Pioneer, PP66512L71, PP66512L71

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Northern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Central	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Southern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options

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Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 321, PRIMAX-SYKES, CP, 150I

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Northern	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Central	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options
Southern	Primary	Wastewater Solutions, LLC	\$95,665.00	Build	Options

EXHIBIT B

Proposal



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

April 28, 2025

Quote # ECR-AC-057-2025(revised)

Town of Pembroke Park
Public Services
3150 SW 52nd Ave
Pembroke Park, FL 33023
PH: (954)290-1252
E: olarzabal@tppfl.gov

RE: 6" Trailer-Mounted, Trash Pump

Hello Manny,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing 2023 Florida Sheriffs Association Contract, Item #317 pricing for (4) Thompson Pump Model 6JSCEE-DIST-4LE2T-MC a Compressor Assisted, Trailer-Mounted, Sound Attenuated, High Efficiency Trash Pump. We understand Pembroke Park Public Works will utilize these pumps for general pumping of Stormwater.

The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0 Equipment. This Florida based government contract enables The Town of Pembroke Park to avoid the hassle and expense of purchasing these pumps through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order these units by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: **FSA23-EQU21.0, Item #317.**

Should you require further information or have any questions, please contact me at the number below.

Sincerely,

Allan Curry

Allan Curry
Thompson Pump & Manufacturing Co., Inc
Municipal Sales Representative
Cell: (561) 284-5149
Email: acurry@thompsonpump.com

cc: David Perry, Municipal Sales Manager

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com



Agenda Item Report

Subject:	Consideration and Approval of the Purchase of a Vacuum Truck for Public Works Operations - Public Services Director Merantus Resolution No.: 2025-016 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOURCEWELL COOP CONTRACT SOLICITATION NO. RFP #101221, ATTACHED HERETO AS EXHIBIT "A," TO ACQUIRE THROUGH LEASE OR PURCHASE A VACTOR 2100i TRUCK, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM ENVIRONMENTAL PRODUCTS GROUP IN ACCORDANCE WITH SEC. 1-129(5) OF THE TOWN'S CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$559,541.70; AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE TO PURCHASE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	This agenda item seeks Town Commission approval for the purchase of a vacuum (vac) truck to support the Public Works Department in performing essential stormwater and sewer maintenance operations.
Staff Recommendations:	
Procurement:	This purchase will utilize a source well contract to ensure competitive pricing and compliance with procurement policies.
Financial Implications:	ARPA funds allocated for the purchase of the vac truck will be used.
Alternatives:	

ATTACHMENTS:

[Proposed Resolution 2025-016](#)
[Proposed Agreement](#)

RESOLUTION NO. 2025-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOURCEWELL COOP CONTRACT SOLICITATION NO. RFP #101221, ATTACHED HERETO AS EXHIBIT “A,” TO ACQUIRE THROUGH LEASE OR PURCHASE A VACTOR 2100i TRUCK, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” FROM ENVIRONMENTAL PRODUCTS GROUP IN ACCORDANCE WITH SEC. 1-129(5) OF THE TOWN’S CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$559,541.70; AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE TO PURCHASE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 1-129(5) of the Town’s Code of Ordinances authorizing the Town to utilize cooperative purchasing contracts, including term contracts from the State of Florida; and

WHEREAS, the Town intends to utilize the Sourcewell Contract Solicitation No. RFP#101221 for the purchase of a vactor truck; and

WHEREAS, Environmental Products Group (“ESG”), the local representative for the Town, under the coop has submitted a proposal attached hereto as Exhibit “B;” and

WHEREAS, the Town’s professional staff recommends utilizing the Sourcewell contract to acquire the vactor truck from ESG pursuant to their proposal through a lease-to-purchase agreement in an amount not to exceed \$559,541.70; and

WHEREAS, the Town Commission finds that utilizing the Sourcewell contract to acquire a vactor truck from ESG in a lease-to-purchase arrangement is in the best interests of the citizens and residents of the Town.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein. All exhibits hereto are expressly incorporated herein and made a part hereof.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the execution of an agreement with ESG in for the acquisition of a vactor truck in substantially the same form as the agreement set forth in Exhibit "C." Such approval is subject to a favorable negotiation of a lease to purchase agreement with Republic First National Bank, which the Town Manager is hereby authorized to negotiate and execute upon the review and approval of the Town Attorney. The Town Commission's approval of this acquisition is for an amount not to exceed \$559,541.70.

Section 3. The Town Manager, or his designee, is hereby authorized to take any and all action necessary to utilize the Sourcewell Contract Solicitation No. RFP#101221 to acquire a vactor truck from ESG consistent with the proposal set forth in Exhibit "B" and subject to the negotiation of a lease agreement. The Town Manager and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with ESG, subject to the successful negotiations of a lease to purchase agreement.

Section 4. The Town Manager is hereby authorized to expend budgeted funds in an amount not to exceed \$559,541.70, in accordance with the terms and conditions of this resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

MAYOR ASHIRA MOHAMMED

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

101221-SCA



Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

101221-SCA

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

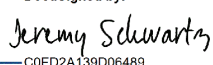
101221-SCA

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

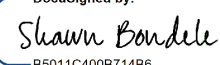
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:

By: B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Phone: 815-835-5623
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday August 25, 2021 07:50:30
Submitted On: Monday October 11, 2021 15:11:12
Submitted By: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Transaction #: 44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address: 98.142.194.242

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *															
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick IL to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.															
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.															
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co....., 11 – Huntington National Bank....., 11 – 2021-2022 Sewer Equipment COI)															
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 6.4%</td><td>(2019) 7.1%</td><td>(2020) 14%</td><td>(2021y.t.d.) 13.3%</td></tr><tr><td>Truck Jets</td><td>(2018) 58.5%</td><td>(2019) 8%</td><td>(2020) 44.6%</td><td>(2021y.t.d.) 31.7%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 5.9%</td><td>(2019) 9.3%</td><td>(2020) 6.9%</td><td>(2021y.t.d.) 8.1%</td></tr></table>	Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%	Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%	Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%
Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%													
Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%													
Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%													
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 1.7%</td><td>(2019) 2.0%</td><td>(2020) 7.7%</td><td>(2021y.t.d.) 7.5%</td></tr><tr><td>Truck Jets</td><td>(2018) 66.7%</td><td>(2019) 42.9%</td><td>(2020) 75%</td><td>(2021y.t.d.) 75%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 2.1%</td><td>(2019) 2.0%</td><td>(2020) 0%</td><td>(2021y.t.d.) 7.8%</td></tr></table>	Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%	Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%	Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%
Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%													
Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%													
Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%													
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.															
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.															
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.															
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).															

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are managed by our distributors. These are only contracts held directly by Sewer Equipment. HGAC (2018) \$361,491.00, (2019) \$496,502.00, (2020) \$0.00, (2021) \$0.00, State of Ohio (2018) \$66,914.00, (2019) \$337,639.00, (2020) \$569,970.00, (2021) \$248,523.00 Florida Sheriffs (2018) \$0.00, (2019) \$0.00, (2020) \$0.00, (2021) \$87,886.00 BuyBoard (2018) \$0.00, (2019) \$0.00, (2020) \$0.00 (2021) \$52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmy on a GSA contract. We also directly hold a DLA contract. GSA (2018) \$0.00, (2019) \$250,619.00, (2020) \$263,271.00, (2021) \$58,479.00 DLA (2018) \$0.00, (2019) \$256,309.83, (2020) \$274,847.00, (2021) \$0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	\$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	\$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	\$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	\$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	\$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets, and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". - Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. - Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. - Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. - Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. - Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. - Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: - We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: - WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. - Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. - Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. - Internal quarterly sales meeting includes update on sales success regarding the contract. - When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is \$1,839.00 for the first day and \$1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is \$943 per person. Meals and lodging are included in the price and customer is responsible for transportation.
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable... and attachment - 41 Illinois Adjustable...). Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter...) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive...)
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit.....)
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors can be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy.....)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Provinces. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com .
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be "pass-thru" items and are not subject to Sourcewell discounts or fee reporting.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other than what is listed above.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcewell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows.... • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	See Equipment List	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	See Equipment List	*
74	Jetters and rodders	☒ Yes ☐ No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	☐ Yes ☒ No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☐ Yes ☒ No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☒ Yes ☐ No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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- [Pricing](#) - Price Sheets.zip - Monday October 11, 2021 13:50:43
- [Financial Strength and Stability](#) - Financials.zip - Monday October 11, 2021 13:51:14
- [Marketing Plan/Samples](#) - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- [WMBE/MBE/SBE or Related Certificates](#) - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- [Warranty Information](#) - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- [Standard Transaction Document Samples](#) - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- [Upload Additional Document](#) - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1

EXHIBIT B



561.719.1395
phart@MyEPG.com

March 31st, 2025

Town of Pembroke Park

Public Works Department

Vactor 2100i quotation

Environmental Products Group is pleased to quote the following new Vactor 2100i combination truck to the Town of Pembroke Park. The following price is based on the Sourcewell contract 101221 - Vactor Manufacturing.

Town of Pembroke Park contract member number 105854

Price for Vactor 2100i as configured	\$572,085.00
Minus Freight at cost	\$ 3,200.00
Minus chassis at cost 2025 Kenworth T880	\$150,775.00
Subtotal	\$418,110.00
Less 3% contract discount	\$ 12,543.30
Total after discount applied	\$405,566.70
Add Freight back in	\$ 3,200.00
Add chassis back in	\$150,775.00
Total delivered price on a 2025 Kenworth T880	\$559,541.70

Delivery: Unit on order, scheduled to arrive Florida by July 5th, 2025

Asset# 6027

SPECIFICATIONS:

2100i PD w/18" Roots blower / 15 yard debris body



855.552.3742



700 Hermit Smith Road, Apopka FL 32703

Aluminum operators station curbside toolbox
Aluminum fenders with mud flaps
Color coded and sealed electrical system
Flexible hose guide with 3 cleaning nozzles
1" nozzle pipe extension with 10' leader hose
Flat rear door with hydraulic locks and open/close feature
Dual stainless steel float ball shut off system
Stainless steel microstrainers prior to blower inlet
Subframe mounted pipe rack for 2 pipe extensions
Lube manifold with chart
Debris body vacuum relief system
Debris body deflector plate
60" dump height
Debris body UP message and alarm
Low water indicator on screen w/alarm and digital water flow meter
3" Y-strainer at passenger side fill w/25' hose
Digital water pressure gauge
Joystick boom control
Boom OUT OF POSITION message and alarm
Accumulator for water system
3" Y-strainer at water pump
Digital hose footage counter
Hose reel hydraulic extend/retract
Hydraulic tank shut off valves
Circuit breakers

**855.552.3742****700 Hermit Smith Road, Apopka FL 32703**

Blower, PTO and water pump hour meter
Tow hooks on front and rear
Electronic back up alarm
Emergency flare kit and fire extinguisher
Debris body flush out system
6" rear door knife valve w/camloc 3 o'clock position
6" rear door knife valve w/camloc 6 o'clock position
Full rear door swinging screen
Quad cyclone separators
Fold pipe racks on curbside and streetside
Rear door splash shield
1500 gallons fresh water capacity
Digital water level indicator
Digital debris body level indicator tied to vacuum relief system
Bellypack full function wireless remote control
10' telescopic boom with 23.5' of reach from side of truck
Anti splash valve in debris body
80gpm @ 2500psi water system
Hydro excavation kit
600' x 1" Piranha jet hose
Rodder hose pinch roller on top of hose reel
High pressure hose reel with 50' hose for washdown and hydro excavator kit
Final filter and silencer ball valve drains
Automatic hose wind guide for jet hose
Rear directional control LED split arrowboard

**855.552.3742****700 Hermit Smith Road, Apopka FL 32703**



ENVIRONMENTAL
PRODUCTS GROUP

561.719.1395
phart@MyEPG.com

Boom lights LED

DOT 6 strobe light assembly

Quad camera system, front, rear, and both sides / turnsignal activated

Aluminum front bumper toolboxes with LED strobes

Aluminum behind cab toolbox 16"x30"x96"

2025 Kenworth T880 cab/chassis with Cummins X15 450hp / Allison trans

Please contact me with any questions.

Sincerely,

Paul A. Hart

Paul A. Hart

South Florida Sales Manager

Environmental Products of Florida

Cell 561-719-1395

phart@myepg.com



855.552.3742



700 Hermit Smith Road, Apopka FL 32703

EXHIBIT C

**AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
ENVIRONMENTAL PRODUCTS GROUP**

THIS AGREEMENT is entered into on _____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL (“Town”) and Environmental Products Group, a corporation authorized to do business in the State of Florida, with principal office located at 700 Hermit Smith Road, Apopka, FL 32703 (“Contractor”). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Sourcewell Contract Solicitation Number: RFP #101221 between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (“Purchasing Contract”) attached hereto as Exhibit A and the Contractor’s proposal submitted to the Town (the “Proposal”) attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A and Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to Sourcewell, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “Town of Pembroke Park” and “Town of Pembroke Park Town Commission.”
3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.
4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.
5. **Insurance:** In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town’s Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town’s Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.
- i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.
- e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Paul A. Hart, South Florida Sales Manager
Environmental Products of Florida
700 Hermit Smith Road
Apopka, FL 32703
phart@myepg.com

Scrutinized Companies:

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S.

Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

BY: _____
MAYOR ASHIRA MOHAMMED

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

ENVIRONMENTAL PRODUCTS OF
FLORIDA

Print name

Print name

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Environmental Products of Florida, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Environmental Products of Florida, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

Contract #101221

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Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

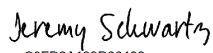
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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:

By: B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Phone: 815-835-5623
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday August 25, 2021 07:50:30
Submitted On: Monday October 11, 2021 15:11:12
Submitted By: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Transaction #: 44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address: 98.142.194.242

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *															
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick IL to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.															
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.															
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co....., 11 – Huntington National Bank....., 11 – 2021-2022 Sewer Equipment COI)															
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 6.4%</td><td>(2019) 7.1%</td><td>(2020) 14%</td><td>(2021y.t.d.) 13.3%</td></tr><tr><td>Truck Jets</td><td>(2018) 58.5%</td><td>(2019) 8%</td><td>(2020) 44.6%</td><td>(2021y.t.d.) 31.7%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 5.9%</td><td>(2019) 9.3%</td><td>(2020) 6.9%</td><td>(2021y.t.d.) 8.1%</td></tr></table>	Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%	Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%	Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%
Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%													
Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%													
Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%													
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 1.7%</td><td>(2019) 2.0%</td><td>(2020) 7.7%</td><td>(2021y.t.d.) 7.5%</td></tr><tr><td>Truck Jets</td><td>(2018) 66.7%</td><td>(2019) 42.9%</td><td>(2020) 75%</td><td>(2021y.t.d.) 75%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 2.1%</td><td>(2019) 2.0%</td><td>(2020) 0%</td><td>(2021y.t.d.) 7.8%</td></tr></table>	Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%	Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%	Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%
Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%													
Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%													
Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%													
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.															
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.															
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.															
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).															

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are managed by our distributors. These are only contracts held directly by Sewer Equipment. HGAC (2018) \$361,491.00, (2019) \$496,502.00, (2020) \$0.00, (2021) \$0.00, State of Ohio (2018) \$66,914.00, (2019) \$337,639.00, (2020) \$569,970.00, (2021) \$248,523.00 Florida Sheriffs (2018) \$0.00, (2019) \$0.00, (2020) \$0.00, (2021) \$87,886.00 BuyBoard (2018) \$0.00, (2019) \$0.00, (2020) \$0.00 (2021) \$52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmy on a GSA contract. We also directly hold a DLA contract. GSA (2018) \$0.00, (2019) \$250,619.00, (2020) \$263,271.00, (2021) \$58,479.00 DLA (2018) \$0.00, (2019) \$256,309.83, (2020) \$274,847.00, (2021) \$0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	\$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	\$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	\$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	\$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	\$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets, and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". - Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. - Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. - Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. - Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. - Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. - Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: - We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: - WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. - Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. - Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. - Internal quarterly sales meeting includes update on sales success regarding the contract. - When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is \$1,839.00 for the first day and \$1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is \$943 per person. Meals and lodging are included in the price and customer is responsible for transportation.
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable... and attachment - 41 Illinois Adjustable...). Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter...) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive...)
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit.....)
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors can be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy.....)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Provinces. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com .
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be "pass-thru" items and are not subject to Sourcewell discounts or fee reporting.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other than what is listed above.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcewell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows.... • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	See Equipment List	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	See Equipment List	*
74	Jetters and rodders	☒ Yes ☐ No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	☐ Yes ☒ No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☐ Yes ☒ No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☒ Yes ☐ No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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- [Pricing](#) - Price Sheets.zip - Monday October 11, 2021 13:50:43
- [Financial Strength and Stability](#) - Financials.zip - Monday October 11, 2021 13:51:14
- [Marketing Plan/Samples](#) - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- [WMBE/MBE/SBE or Related Certificates](#) - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- [Warranty Information](#) - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- [Standard Transaction Document Samples](#) - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- [Upload Additional Document](#) - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1

EXHIBIT B

Proposal



561.719.1395
phart@MyEPG.com

March 31st, 2025

Town of Pembroke Park

Public Works Department

Vactor 2100i quotation

Environmental Products Group is pleased to quote the following new Vactor 2100i combination truck to the Town of Pembroke Park. The following price is based on the Sourcewell contract 101221 - Vactor Manufacturing.

Town of Pembroke Park contract member number 105854

Price for Vactor 2100i as configured	\$572,085.00
Minus Freight at cost	\$ 3,200.00
Minus chassis at cost 2025 Kenworth T880	\$150,775.00
Subtotal	\$418,110.00
Less 3% contract discount	\$ 12,543.30
Total after discount applied	\$405,566.70
Add Freight back in	\$ 3,200.00
Add chassis back in	\$150,775.00
Total delivered price on a 2025 Kenworth T880	\$559,541.70

Delivery: Unit on order, scheduled to arrive Florida by July 5th, 2025

Asset# 6027

SPECIFICATIONS:

2100i PD w/18" Roots blower / 15 yard debris body



855.552.3742



700 Hermit Smith Road, Apopka FL 32703

Aluminum operators station curbside toolbox
Aluminum fenders with mud flaps
Color coded and sealed electrical system
Flexible hose guide with 3 cleaning nozzles
1" nozzle pipe extension with 10' leader hose
Flat rear door with hydraulic locks and open/close feature
Dual stainless steel float ball shut off system
Stainless steel microstrainers prior to blower inlet
Subframe mounted pipe rack for 2 pipe extensions
Lube manifold with chart
Debris body vacuum relief system
Debris body deflector plate
60" dump height
Debris body UP message and alarm
Low water indicator on screen w/alarm and digital water flow meter
3" Y-strainer at passenger side fill w/25' hose
Digital water pressure gauge
Joystick boom control
Boom OUT OF POSITION message and alarm
Accumulator for water system
3" Y-strainer at water pump
Digital hose footage counter
Hose reel hydraulic extend/retract
Hydraulic tank shut off valves
Circuit breakers

**855.552.3742****700 Hermit Smith Road, Apopka FL 32703**

Blower, PTO and water pump hour meter
Tow hooks on front and rear
Electronic back up alarm
Emergency flare kit and fire extinguisher
Debris body flush out system
6" rear door knife valve w/camloc 3 o'clock position
6" rear door knife valve w/camloc 6 o'clock position
Full rear door swinging screen
Quad cyclone separators
Fold pipe racks on curbside and streetside
Rear door splash shield
1500 gallons fresh water capacity
Digital water level indicator
Digital debris body level indicator tied to vacuum relief system
Bellypack full function wireless remote control
10' telescopic boom with 23.5' of reach from side of truck
Anti splash valve in debris body
80gpm @ 2500psi water system
Hydro excavation kit
600' x 1" Piranha jet hose
Rodder hose pinch roller on top of hose reel
High pressure hose reel with 50' hose for washdown and hydro excavator kit
Final filter and silencer ball valve drains
Automatic hose wind guide for jet hose
Rear directional control LED split arrowboard

**855.552.3742****700 Hermit Smith Road, Apopka FL 32703**



ENVIRONMENTAL
PRODUCTS GROUP

561.719.1395
phart@MyEPG.com

Boom lights LED

DOT 6 strobe light assembly

Quad camera system, front, rear, and both sides / turnsignal activated

Aluminum front bumper toolboxes with LED strobes

Aluminum behind cab toolbox 16"x30"x96"

2025 Kenworth T880 cab/chassis with Cummins X15 450hp / Allison trans

Please contact me with any questions.

Sincerely,

Paul A. Hart

Paul A. Hart

South Florida Sales Manager

Environmental Products of Florida

Cell 561-719-1395

phart@myepg.com



855.552.3742



700 Hermit Smith Road, Apopka FL 32703

**AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
ENVIRONMENTAL PRODUCTS GROUP**

THIS AGREEMENT is entered into on _____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL (“Town”) and Environmental Products Group, a corporation authorized to do business in the State of Florida, with principal office located at 700 Hermit Smith Road, Apopka, FL 32703 (“Contractor”). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Sourcewell Contract Solicitation Number: RFP #101221 between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (“Purchasing Contract”) attached hereto as Exhibit A and the Contractor’s proposal submitted to the Town (the “Proposal”) attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A and Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to Sourcewell, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “Town of Pembroke Park” and “Town of Pembroke Park Town Commission.”
3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.
4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.
5. **Insurance:** In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town’s Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town’s Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.
- i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.
- e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Paul A. Hart, South Florida Sales Manager
Environmental Products of Florida
700 Hermit Smith Road
Apopka, FL 32703
phart@myepg.com

Scrutinized Companies:

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S.

Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

BY: _____
MAYOR ASHIRA MOHAMMED

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

ENVIRONMENTAL PRODUCTS OF
FLORIDA

Print name

Print name

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Environmental Products of Florida, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Environmental Products of Florida, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

Contract #101221

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Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

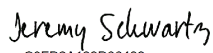
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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:

By: B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Phone: 815-835-5623
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday August 25, 2021 07:50:30
Submitted On: Monday October 11, 2021 15:11:12
Submitted By: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Transaction #: 44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address: 98.142.194.242

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *															
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick IL to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.															
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.															
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co....., 11 – Huntington National Bank....., 11 – 2021-2022 Sewer Equipment COI)															
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 6.4%</td><td>(2019) 7.1%</td><td>(2020) 14%</td><td>(2021y.t.d.) 13.3%</td></tr><tr><td>Truck Jets</td><td>(2018) 58.5%</td><td>(2019) 8%</td><td>(2020) 44.6%</td><td>(2021y.t.d.) 31.7%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 5.9%</td><td>(2019) 9.3%</td><td>(2020) 6.9%</td><td>(2021y.t.d.) 8.1%</td></tr></table>	Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%	Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%	Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%
Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%													
Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%													
Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%													
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. <table><tr><td>Combination Sewer Cleaners</td><td>(2018) 1.7%</td><td>(2019) 2.0%</td><td>(2020) 7.7%</td><td>(2021y.t.d.) 7.5%</td></tr><tr><td>Truck Jets</td><td>(2018) 66.7%</td><td>(2019) 42.9%</td><td>(2020) 75%</td><td>(2021y.t.d.) 75%</td></tr><tr><td>Hydro-Excavation Trucks</td><td>(2018) 2.1%</td><td>(2019) 2.0%</td><td>(2020) 0%</td><td>(2021y.t.d.) 7.8%</td></tr></table>	Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%	Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%	Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%
Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%													
Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%													
Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%													
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.															
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Provinces in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.															
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.															
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).															

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are managed by our distributors. These are only contracts held directly by Sewer Equipment. HGAC (2018) \$361,491.00, (2019) \$496,502.00, (2020) \$0.00, (2021) \$0.00, State of Ohio (2018) \$66,914.00, (2019) \$337,639.00, (2020) \$569,970.00, (2021) \$248,523.00 Florida Sheriffs (2018) \$0.00, (2019) \$0.00, (2020) \$0.00, (2021) \$87,886.00 BuyBoard (2018) \$0.00, (2019) \$0.00, (2020) \$0.00 (2021) \$52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmy on a GSA contract. We also directly hold a DLA contract. GSA (2018) \$0.00, (2019) \$250,619.00, (2020) \$263,271.00, (2021) \$58,479.00 DLA (2018) \$0.00, (2019) \$256,309.83, (2020) \$274,847.00, (2021) \$0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	\$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	\$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	\$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	\$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	\$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets, and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". - Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. - Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. - Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. - Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. - Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. - Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: - We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: - WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. - Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. - Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. - Internal quarterly sales meeting includes update on sales success regarding the contract. - When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is \$1,839.00 for the first day and \$1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is \$943 per person. Meals and lodging are included in the price and customer is responsible for transportation.
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable... and attachment - 41 Illinois Adjustable...). Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter...) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive...)
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit.....)
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors can be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy.....)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Provinces. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com .
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be "pass-thru" items and are not subject to Sourcewell discounts or fee reporting.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other than what is listed above.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcewell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows.... • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	See Equipment List	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	See Equipment List	*
74	Jetters and rodders	☒ Yes ☐ No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	☐ Yes ☒ No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☐ Yes ☒ No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☒ Yes ☐ No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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- [Pricing](#) - Price Sheets.zip - Monday October 11, 2021 13:50:43
- [Financial Strength and Stability](#) - Financials.zip - Monday October 11, 2021 13:51:14
- [Marketing Plan/Samples](#) - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- [WMBE/MBE/SBE or Related Certificates](#) - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- [Warranty Information](#) - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- [Standard Transaction Document Samples](#) - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- [Upload Additional Document](#) - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1

EXHIBIT B

Proposal



561.719.1395
phart@MyEPG.com

March 31st, 2025

Town of Pembroke Park

Public Works Department

Vactor 2100i quotation

Environmental Products Group is pleased to quote the following new Vactor 2100i combination truck to the Town of Pembroke Park. The following price is based on the Sourcewell contract 101221 - Vactor Manufacturing.

Town of Pembroke Park contract member number 105854

Price for Vactor 2100i as configured	\$572,085.00
Minus Freight at cost	\$ 3,200.00
Minus chassis at cost 2025 Kenworth T880	\$150,775.00
Subtotal	\$418,110.00
Less 3% contract discount	\$ 12,543.30
Total after discount applied	\$405,566.70
Add Freight back in	\$ 3,200.00
Add chassis back in	\$150,775.00
Total delivered price on a 2025 Kenworth T880	\$559,541.70

Delivery: Unit on order, scheduled to arrive Florida by July 5th, 2025

Asset# 6027

SPECIFICATIONS:

2100i PD w/18" Roots blower / 15 yard debris body



855.552.3742



700 Hermit Smith Road, Apopka FL 32703

Aluminum operators station curbside toolbox
Aluminum fenders with mud flaps
Color coded and sealed electrical system
Flexible hose guide with 3 cleaning nozzles
1" nozzle pipe extension with 10' leader hose
Flat rear door with hydraulic locks and open/close feature
Dual stainless steel float ball shut off system
Stainless steel microstrainers prior to blower inlet
Subframe mounted pipe rack for 2 pipe extensions
Lube manifold with chart
Debris body vacuum relief system
Debris body deflector plate
60" dump height
Debris body UP message and alarm
Low water indicator on screen w/alarm and digital water flow meter
3" Y-strainer at passenger side fill w/25' hose
Digital water pressure gauge
Joystick boom control
Boom OUT OF POSITION message and alarm
Accumulator for water system
3" Y-strainer at water pump
Digital hose footage counter
Hose reel hydraulic extend/retract
Hydraulic tank shut off valves
Circuit breakers

**855.552.3742****700 Hermit Smith Road, Apopka FL 32703**



561.719.1395
phart@MyEPG.com

Blower, PTO and water pump hour meter
Tow hooks on front and rear
Electronic back up alarm
Emergency flare kit and fire extinguisher
Debris body flush out system
6" rear door knife valve w/camloc 3 o'clock position
6" rear door knife valve w/camloc 6 o'clock position
Full rear door swinging screen
Quad cyclone separators
Fold pipe racks on curbside and streetside
Rear door splash shield
1500 gallons fresh water capacity
Digital water level indicator
Digital debris body level indicator tied to vacuum relief system
Bellypack full function wireless remote control
10' telescopic boom with 23.5' of reach from side of truck
Anti splash valve in debris body
80gpm @ 2500psi water system
Hydro excavation kit
600' x 1" Piranha jet hose
Rodder hose pinch roller on top of hose reel
High pressure hose reel with 50' hose for washdown and hydro excavator kit
Final filter and silencer ball valve drains
Automatic hose wind guide for jet hose
Rear directional control LED split arrowboard



855.552.3742



700 Hermit Smith Road, Apopka FL 32703



ENVIRONMENTAL
PRODUCTS GROUP

561.719.1395
phart@MyEPG.com

Boom lights LED

DOT 6 strobe light assembly

Quad camera system, front, rear, and both sides / turnsignal activated

Aluminum front bumper toolboxes with LED strobes

Aluminum behind cab toolbox 16"x30"x96"

2025 Kenworth T880 cab/chassis with Cummins X15 450hp / Allison trans

Please contact me with any questions.

Sincerely,

Paul A. Hart

Paul A. Hart

South Florida Sales Manager

Environmental Products of Florida

Cell 561-719-1395

phart@myepg.com



855.552.3742



700 Hermit Smith Road, Apopka FL 32703



Agenda Item Report

Subject:	Consideration and Approval of the Purchase of an Excavator for Public Services - Public Services Director Merantus
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Public Services Department has identified the need for an excavator to enhance efficiency in performing critical tasks such as digging, trenching, debris removal, and emergency repairs. Acquiring this equipment will reduce reliance on contracted services, resulting in long-term cost savings and faster response times.
Staff Recommendations:	Staff recommends the Town Council authorize the purchase of an excavator to support Public Services operations, including infrastructure maintenance, stormwater management, and other essential services.
Procurement:	This purchase will be made utilizing a piggyback contract through the State of Florida to secure competitive pricing in accordance with procurement requirements.
Financial Implications:	The purchase will be funded through the ARPA allocated funds for the excavator.
Alternatives:	

ATTACHMENTS:

[Proposed Agreement](#)

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of ____ 2025, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as “Town”;

and

FLORIDA COAST EQUIPMENT, a Florida corporation, with a principal address of 357 Pike Road, West Palm Beach, FL 33411, hereinafter “Contractor,” who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the Town desires to enter into this Agreement with Contractor to sell the Town a mini-compact track excavator; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the State Term Contract No. 221000000-21-STC entered into on or about July 29, 2021, between the Contractor and the State of Florida Department of Management Services (the “Agreement”), as amended and renewed through June 30, 2027, attached hereto as **Exhibit “A,”** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit “A”** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** (the Agreement) and **Exhibit "B"** (the Contractor's proposal) shall govern the relationship between the Town and Contractor, except as amended below:

- A. The equipment to be provided under this Agreement shall be as set forth in **Exhibit "B,"** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- H. The term of this Agreement shall commence upon execution by both parties and shall terminate on June 30, 2027, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 - 2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
 - 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 this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - 5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- A. **Definitions** for this Section:
1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "*Contractor*" includes, but is not limited to, a contractor or consultant.
 2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor

shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Town Manager
 Town of Pembroke Park

3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
dlynch@tppfl.gov

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Florida Coast Equipment
Attn: Casey Gifford
357 Pike Road
West Palm Beach, FL 33411
954-916-1020, ext. 2241
cgifford@floridacoasteq.com

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

FLORIDA COAST EQUIPMENT

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A



**State Term Contract
No. 22100000-21-STC
Construction and Industrial Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Florida Coast Equipment, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 1, Additional Special Contract Conditions
- b) Attachment 2, Special Contract Conditions
- c) Attachment 3, Scope of Work
- d) Attachment 4, Price Quote Form
- e) Attachment 5, Acknowledgement of Order
- f) Attachment 6, Preferred Pricing Affidavit
- g) Attachment 7, Contractor's Submitted Product Group Discount Sheet
- h) Attachment 8, Price Sheet

IV. Contract Management.

Department's Contract Manager:

Ashley Palelis
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8366
Email: Ashley.Palelis@dms.fl.gov

Contractor's Contract Manager:

Joe Moreno
Florida Coast Equipment, LLC
346 Pike Road, Unit 7
West Palm Beach, Florida 33411
Telephone: (561) 209 - 2705 x320
Email: JMoreno@FloridaCoastEQ.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR
FLORIDA COAST EQUIPMENT, LLC**

DocuSigned by:

6438057C1790413...

**Joe Moreno
Government Sales**

7/14/2021 | 9:21 AM EDT

Date:

**STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES**



**J. Todd Inman,
Secretary**

7-29-21

Date:

22100000-21-STC
Construction and Industrial Equipment

Page 2 of 21



ATTACHMENT 1

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The sections of the Special Contract Conditions referenced below are replaced in their entirety as follows:

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.7 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and

following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the

Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

ATTACHMENT 2
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included
herein by reference but is superseded in its entirety by these Special
Contract Conditions.**

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department 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.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 3 Scope of Work

1. Purpose

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

All definitions apply in both their singular and plural context.

Accessory – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001(2), F.A.C.

Group – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

Implement – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book; and
- Manufacturer's official website or dealer software.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Option – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Part – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

State – The State of Florida.

3. Scope of Work

3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

Group	Group Description
Group 1	EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)
Group 2	EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)
Group 3	EXCAVATORS: WHEEL AND TRUCK MOUNT
Group 4	MOTOR GRADERS AND MAINTAINERS
Group 5	COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL
Group 6	DOZERS: CRAWLER
Group 7	DOZERS: WHEEL
Group 8	COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT)
Group 9	CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)
Group 10	WHEEL LOADERS
Group 11	SKID STEER LOADERS: WHEEL
Group 12	BACKHOE LOADERS: WHEEL
Group 13	INDUSTRIAL TRUCKS/FORKLIFTS
Group 14	FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group 15	POWER GENERATORS (EXCLUDES PORTABLE)

Group 16	CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS)
Group 17	GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS
Group 18	SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.

3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the

respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.4 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.5 Warranty

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.8 Commodities Title and Registration

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.11 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.12 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and

Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from

damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.14 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.15 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer's order.

3.16 Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

3.17 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.18 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	30 calendar days after close of the period

Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late and not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late and not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order
Contractor will complete the Acknowledgement of Order Form for each order	All Acknowledgement of Order Forms will be provided to Customers	Within 5 business days of receiving the Customer's order	\$50 per occurrence

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.25 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.26 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;

- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.27 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

Contract No. 22100000-21-STC Construction and Industrial Equipment										
Attachment 4 - Price Quote Form (PQF)										
Instructions										
Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the State Term Contract.										
Contractor will need to refer to the Product Group Discount Sheet and the applicable price sheet on the State Purchasing website to locate the applicable % MSRP Discount.										
For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer.										
Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: \$1532 or (\$1532).										
If the Contractor is offering an OEM or Non-OEM Options, Parts, Accessories & Implements from another Group, the Contractor must provide the Group letter in the OEM or Non-OEM Options, Parts, Accessories & Implements Items Description.										
Awarded Contractor Information										
Vendor Name:										
Street Address:										
City, State, Zip:										
Contact Person:					Title:					
Original Quote Date:		Revised Quote Date:			Est. Delivery:					
Phone #'s:		Primary:			Secondary:					
Email Address:										
Fax #:										
Requesting Customer Information										
Agency Name:										
Contact Person:					Title:					
Phone #'s:										
Email Address:										
Fax #:										
Secondary Contact for Agency: (optional)										
Contact Person:					Title:					
Phone #'s:										
Email Address:										
Fax #:										
Group		Group Description				UNSPSC Commodity Code*		Brand		
Manufacturer's Item Code	Base Equipment Description			Page Number	QTY	MSRP \$###,###.##	Base Equipment % Discount (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
								\$ -	\$ -	\$ -
OEM Item Code(s)	OEM Options, Parts, Accessories, and Implements Description			Page Number	QTY	MSRP \$###,###.##	OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements								\$ -	\$ -	\$ -
Non-OEM Item Code(s)	Non-OEM Options, Parts, Accessories, and Implements Description			Page Number	QTY	MSRP \$###,###.##	Non-OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements								\$ -	\$ -	\$ -
Grand Total StateTerm Contract Price										\$ -
Contractor Comments:										
Customer Comments:										
*UNSPSC = United Nations Standard Products and Services Commodity Code										

Attachment 5 Acknowledgement of Order Form

ORDERING CUSTOMER: Click or tap here to enter text.

CONTACT PERSON: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

☒ **ORDER CONFIRMATION NOTIFICATION:**

Purchase Order Number Click or tap here to enter text. was received from the Customer on Click or tap here to enter text..

In accordance with State of Florida State Term Contract Number 22100000-21-STC, Construction and Industrial Equipment, the Acknowledgement of Order Form section in the Scope of Work, the order was placed with the Manufacturer on Click or tap here to enter text. and assigned the following Manufacturer's Production Number(s): Click or tap here to enter text..

We anticipate Delivery to your Delivery Location on or about Click or tap here to enter text..

For any correspondence, please reference your Purchase Order Number or the Production Number(s).

CONTRACTOR: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

SIGNATURE: _____

Date: _____

ADDITIONAL COMMENTS (IF ANY): Click or tap here to enter text.

Note to Contractor: This form must be accurately and completely completed with specific information, numbers, dates, signature, etc. Adjustments to the form or alternate forms are not acceptable. Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.



CONTRACT AMENDMENT NO. 1

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

This Contract Amendment to Contract No. 22100000-21-STC ("Amendment") is made by and between the State of Florida, Department of Management Services ("Department") and Florida Coast Equipment, LLC ("Contractor"), with its principal place of business located at 346 Pike Road, Unit 7, West Palm Beach, FL 33411-3819, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 22100000-21-STC ("Contract") which became effective on July 29, 2021, for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9 Modification and Severability, of Attachment 1, Special Contract Conditions, to the Contract;

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract shall be amended as follows:

a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."

b. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

c. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby created with the following terms:

12.3 Inspection of Records, Papers, and Documents.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to

Contract Name: Construction and Industrial Equipment
State Term Contract No. 22100000-21-STC
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CONTRACT AMENDMENT NO. 1

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

d. "Net Price" as defined in Section 2, Definitions of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

Net Price - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to the Customer. The amount of the charge or fee extended to the Customer shall not exceed the difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

e. The first paragraph of Section 3.9, Transportation and Delivery of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

Contract Name: Construction and Industrial Equipment
State Term Contract No. 22100000-21-STC
Page 52 of 65

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CONTRACT AMENDMENT NO. 1

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

f. Section 3.10, Price Quote Form of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the current MSRP at the time of quote, the percent MSRP Discount as listed on the Product Group Discount Sheet and the Net Price must also be provided to the Customer. All Commodities and surcharges shall be itemized on the PQF and include applicable brand, model, and pricing information. The percent MSRP Discount shall not be less than the discount listed on the Product Group Discount Sheet. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater percent discount off MSRP.

g. Section 3.13, Installation of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge (not applicable to Group 15: Power Generators). All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work

Contract Name: Construction and Industrial Equipment

State Term Contract No. 22100000-21-STC

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CONTRACT AMENDMENT NO. 1

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Section 3.25, MSRP List and Product Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.25 MSRP List and MSRP List Adjustments

The Contractor shall submit a complete MSRP List that includes all Base Equipment; and OEM Options offered for each Manufacturer/-Brand Name and Group for which the Contractor received an award; the MSRP List may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in the 'Product Sheet and Product Sheet Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

i. Section 3.26, Price Sheet and Price Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.26 Product Sheet and Product Sheet Adjustments

The Contractor shall submit a complete product sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet

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CONTRACT AMENDMENT NO. 1

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Contract Name: Construction and Industrial Equipment

is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website; Construction and Industrial Equipment
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the product sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised product sheet, and shall include a revised MSRP List, as described in the "MSRP List and MSRP List Adjustments" section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

II. Conflict. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

Contract Name: Construction and Industrial Equipment
State Term Contract No. 22100000-21-STC
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CONTRACT AMENDMENT NO. 1

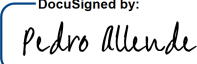
Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have executed it by their duly authorized representatives on the dates indicated below.

State of Florida:

Department of Management Services

By: 
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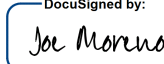
Name: Pedro Allende

Title: Secretary

Date: 9/13/2022 | 10:39 AM EDT

Contractor:

Florida Coast Equipment, LLC

By: 
6436057C1790413...

Name: Joe Moreno

Title: Government Sales

Date: 8/19/2022 | 5:06 PM EDT



CONTRACT AMENDMENT NO.: 2

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

This Contract Amendment No. 2 ("Amendment") to Contract No. 22100000-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Florida Coast Equipment, LLC ("Contractor"), with its principal place of business located at 1401 Forum Way, Suite 100, West Palm Beach, FL 33401 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract, effective on July 29, 2021 for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agree to renew the Contract as provided for in Attachment 2, Special Contract Conditions (Florida), subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment 2, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of June 30, 2027.

II. Contract Amendment. Contract Attachment 1, Additional Special Contract Conditions (Florida), is hereby deleted and replaced in its entirety with the attached Contract Attachment 1, Additional Special Contract Conditions.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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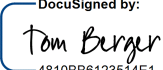
Rev. 11/2/22



CONTRACT AMENDMENT NO.: 2
Contract No.: 22100000-21-STC
Contract Name: Construction and Industrial Equipment

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By:  DocuSigned by:
4810BB6123514E1...

Name: Tom Berger
Title: Deputy Secretary of Business Operations
Date: 11/20/2023 | 10:38 AM EST

Contractor:
Florida Coast Equipment, LLC

By:  DocuSigned by:
6438057C1790413...

Name: Joe Moreno
Title: Government Sales
Date: 11/20/2023 | 8:58 AM EST



Attachment 1
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b)

programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

Construction and Industrial Equipment (22100000-21-STC)								
Price Quote Form (PQF)								
Updated 9/7/2021								
Instructions								
Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract.								
Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.								
For all Base Equipment and OEM and Non-OEM Options, Parts, Accessories, and Implements quoted on the PQF, the MSRP List must also be provided to the Customer.								
Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: \$1532 or (\$1532).								
If the Customer requests an OEM or Non-OEM Option, Part, Accessory, or Implement from a Group that is different than that of the Base Equipment, the Contractor must provide the Group number in the OEM or Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description field. Example: If the Base Equipment requested is from Group 1 and the Customer is also requesting a loader which is only provided in Group 2, the Contractor should indicate "DMS 260 Loader (from Group 2)".								
Awarded Contractor Information								
Contractor Name:		Florida Coast Equipment						
Street Address:		357 Pike Rd						
City, State, Zip:		West Palm Beach, FL 33411						
Contact Person:		Casey Gifford		Title:		Government Sales		
Original Quote Date:		11/1/2024		Revised Quote Date:		4/8/2025		
Phone #'s:		Primary: 954-916-1020 ext 2241		Secondary:		786-930-0708		
Email Address:		cgifford@floridacoasteq.com						
Fax #:								
Requesting Customer Information								
Agency/Eligible User Name:		Town of Pembroke Park						
Contact Person:		Misael Flores		Title:		Public Services Superintendent		
Phone #'s:		Primary: 954-966-4600 ext 225		Secondary:		954-540-5903		
Email Address:		mflores@tppl.gov						
Fax #:								
Secondary Contact for Customer (Optional)								
Contact Person:				Title:				
Phone #'s:		Primary:		Secondary:				
Email Address:								
Fax #:								
Group		Group Description			UNSPSC Commodity Code		Manufacturer/Brand	
1		Mini-Compact Track Excavators (Less than 70 HP)			22101526		Kubota	
Base Equipment Model Number	Base Equipment Description		QTY	MSRP \$###,###.##	Base Equipment Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
U27-4R1	Excavator, Rubber Tracks, ROPS		1	\$ 43,510.00	20.53%	\$ 8,932.60	\$ 34,577.40	\$ 34,577.40
OEM Item Model Number	OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description		QTY	MSRP \$###,###.##	OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
K7130	Quick Attach Coupler		1	\$ 1,121.00	5.00%	\$ 56.05	\$ 1,064.95	\$ 1,064.95
K7977	16" trenching bucket		1	\$ 1,245.00	5.00%	\$ 62.25	\$ 1,182.75	\$ 1,182.75
K7131	Hydraulic Thumb		1	\$ 2,310.00	5.00%	\$ 115.50	\$ 2,194.50	\$ 2,194.50
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
SUBTOTAL: OEM Options, Parts, Accessories, and Implements CONTINUED						\$ -	\$ -	\$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements						\$ 233.80	\$ 4,442.20	\$ 4,442.20
Non-OEM Item Model Number	Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description		QTY	MSRP \$###,###.##	Non-OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
SUBTOTAL: Non-OEM Options, Parts, Accessories, and Implements CONTINUED						\$ -	\$ -	\$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements						\$ -	\$ -	\$ -
Grand Total State Term Contract Price								\$ 39,019.60
Contractor Comments:								
Customer Comments:								

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Product Group Discount Sheet for the code(s) applicable to each Group.



Agenda Item Report

Subject:	Consideration and Approval to Allocate \$500 in Gift Cards for the Police Department - Mayor Mohammed
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Recently, police officers have gone above and beyond their regular duties by personally assisting residents facing hardship, including providing food and other immediate needs. Their acts of compassion and service demonstrate extraordinary dedication to the community and reflect positively on the Town's values. The proposed allocation would recognize these efforts and encourage continued commitment to public service and community care.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	



Agenda Item Report

Subject:	Consideration and Approval of the Purchase and Installation of a Modular Office Building for Public Services - Public Services Director Merantus
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	Due to staffing needs, additional office space is necessary to maintain efficient operations for the public services team. A modular office building provides a cost-effective, flexible, and timely solution compared to traditional construction. The modular building will meet all applicable codes and standards and will be equipped with the necessary infrastructure to support daily operations.
Staff Recommendations:	
Procurement:	This purchase will utilize a Florida Buy Purchasing Cooperative c to ensure competitive pricing and compliance with procurement policies.
Financial Implications:	The purchase and installation costs will be funded through ARPA funds allocated for this item.
Alternatives:	

ATTACHMENTS:

[Proposed Agreement](#)

**AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
FABRICON MODULAR, LLC**

THIS AGREEMENT is entered into on _____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Fabricon Modular, LLC Inc., a limited liability company authorized to do business in the State of Florida, with principal office located at 6000 Phillips Hwy., Suite 4, Jacksonville, FL 32216 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Panhandle Area Educational Consortium ("PAEC") Cooperative Purchasing Agreement #22-172 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to the Washington County School Board, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."
3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.
4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.
5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.
- i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.
- e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of 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, or as otherwise provided by law.
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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Steve Menke, Vice President
Fabricon Modular
6000 Phillips Hwy., Suite 4
Jacksonville, FL 32216
Telephone No. (561) 284-5149
steve@fabriconmodular.com

19. Scrutinized Companies:

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

BY: _____
MAYOR ASHIRA MOHAMMED

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

FABRICON MODULAR, LLC

Print name

Print name

BY: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Fabricon Modular, LLC and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Fabricon Modular, LLC, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT A

PAEC COOPERATIVE PURCHASING CONTRACT

(Contract #22-172)



John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person: Tori Baxley
Email: tori.baxley@paec.org
Direct: 850-638-6274
PAEC: 850-638-6131

11/11/24

Fabiricon Modular a BHRS Company
6000 Philips Hwy
Suite 4
Jacksonville, FL 32216

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Fabiricon Modular, Contract # 22-172

Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of November 11, 2024, through November 11, 2025, at the same terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

If you have any questions, please contact the person listed above.


Herbert J. Taylor, Superintendent, WCSD

11/14/24
Date


John T. Selover, Executive Director, PAEC

11/14/24
Date

I accept the above renewal period of November 11, 2024, through November 11, 2025, at the same terms and conditions.

Signature Steve Menke Date: 11-14-24

Print Name: Steve Menke Title: Vice President

Advancing Schools & Communities for Student Success



CALHOUN - TAMU D.R.S - FRANKLIN - FSU BAY - GADSDEN - GULF - HOLMES -
JACKSON - JEFFERSON - LIBERTY - MADISON - TAYLOR - WAKULLA - WALTON - WASHINGTON



Who, What and Why

PAEC - FLORIDA BUY Purchasing Cooperative



-The PAEC Florida Buy program facilitates a statutorily approved purchasing program to help Florida K-12 schools, higher education, city and county government, and non-profit organizations save time and money. To do so, the Florida Buy program leverages the combined purchasing power of 29 states with similar programs to allow eligible entities to purchase products and services at discounted prices

-The program is an initiative of the Panhandle Area Educational Consortium and is authorized under F.S. 1001.451 (3) to provide purchasing options

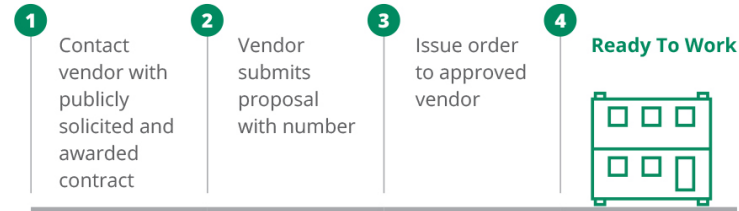
-Use of the program reduces risk by eliminating the burden of accurately writing and awarding an RFP or bid package. You benefit by understanding exactly what you are getting through the one-on-one guidance of an experienced modular professional



How Does The Co-Op Help Your Agency?

- It has already satisfied the bid process!
- Saves time & money (no writing, evaluating and responding to bids)
- Streamlines Procurement process (simply decide on scope and specs and place order)
- Flexible offerings

Cooperative Process



Standard Process





Who Can Use the Co-Op Contract Offering?



States and State Agencies



Cities, Counties and Municipalities



Public and Private Primary Educational Institutions and Systems



Public and Private Higher Educational Institutions



Special Districts



Non-Profit Agencies and Charitable Organizations



-Here is a link to the Lead Agency overview (Washington County School District)

<https://www.wcsdschools.com/home>

You can read about the operation and its history.

Here is a link to the Fabricon webpage on the cooperative website.

<https://floridabuy.org/fabricon-modular-a-bhrs-company/>

You can read about our company and offerings



The Process Is Simple

- Become a member of PAEC- FL Buy
- Access the web page via the link
<https://floridabuy.org/>
- Register your agency
- Access the Fabricon contract offering under “Portable and Modular Buildings”
- Discuss scope, specs and pricing with your Fabricon representative
- Negotiate mutually agreeable terms and conditions for the order
- Issue purchase order referencing the contract #

Your building can be ordered in a matter of days!



FL Buy Contact:

Victoria Vuick
Procurement Specialist
(850) 638-6131 Ext. 2257
tori.baxley@paec.org

Fabricon Contact

6000 Phillips Hwy
Suite 4
Jacksonville, FL 32256

Steve Menke
Vice President
800-541-6584 Ext. 703
www.fabriconmodular.com



FABRICON MODULAR

PROJECT REFERENCES – PAEC/FL Buy Purchasing Cooperative

HIGHLANDS COUNTY, FL

Sebring, FL

Date: 2025

Approx Value: 420,000

Design, build, deliver and install custom modular office building for the Solid Waste Department

Foundations, ramp and stair systems, skirting

Contact: Kelli Bronson – Assistant Capital Projects Manager (863) 402-6718, kbronson@highlandsfl.gov

INDIAN RIVER COUNTY, FL

Vero Beach, FL

Date: 2025

Approx Value: 319,000

Design, build, deliver and install custom modular office building for the Agricultural Department

Foundations, ramps, decks, steps, skirting

Contact: Joe Tilton – Recreation Manager (772) 226-1780, jtilton@indianriver.gov

BAY COUNTY SCHOOL DISTRICT

Panama City, FL

Date: 2023

Approx Value: 1,538,000

Design, build, deliver and install (7) modular classrooms on two different campuses

Foundations, ramps, decks, steps, skirting

Contact: Lee Walters – Facilities Director (850) 767-4100 waltell@bay.k12.fl.us

SUMTER COUNTY SCHOOL BOARD

Bushnell, FL

Date: 2023

Approx Value: 458,000

Design, build, deliver and install (2) modular classrooms

Foundations, ramps, decks, steps, skirting

Contact: Eric Suber – Director of School Support Services (352) 793-2315 x52202 eric.suber@sumter.k12.fl.us

For more information contact:

PAEC-FL Buy

Victoria Vuick, Procurement Specialist (850) 638-6131 Ext. 2257

Contract # 22-172

tori.vuick@paec.org

<https://floridabuy.org/>

FabriCon Modular

Steve Menke, Vice President 800-541-6584 Ext. 703

steve@fabriconmodular.com

6000 Phillips Hwy, Suite 4, Jacksonville, FL 32256

<https://floridabuy.org/fabricon-modular-a-bhrs-company/>

PAEC/FL BUY COOPERATIVE PURCHASING CONTRACT - PROJECT REFERENCES

EXHIBIT B

Proposal



FABRICON MODULAR

April 23, 2025

Town of Pembroke Park Florida
Mr. Manny Larzabal
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Hello Mr. Larzabal.

On behalf of the entire Fabricon team, thank you for the opportunity to present our revised solution for your modular building requirement. We anticipate this package to be ready for presentation to the Board for approval.

Considerable time and effort have been invested in the assembly of the information to capture the details we have discussed over the course of the last several weeks including two Teams Meetings. This includes but is not limited to project specific pricing, floor plan, specifications, scope of work and clarifications as well as information on Fabricon and our award letter from the FL BUY Cooperative. We trust you will find this package comprehensive, detailed and indicative of the quality and service you will continue to receive as we further align to complete the project.

Fabricon brings to each project a designated team of professionals experienced in the modular industry. Our team employs a specified protocol for clear and concise communication with your dedicated point(s) of contact. We believe in and practice unveiling and solving potential issues in the planning stage to ensure smooth field operations and in the end, an exemplary building environment.

Again, thank you for your consideration of our offer and we look forward moving forward soon.

Sincerely,

Steve Menke
Vice President
Fabricon Modular



Company Name Fabricon Modular, LLC

Type of Business Manufacturer/dealer of commercial and educational modular buildings, mobile offices, storage containers, in-plant offices and barriers.

Nature of Business Sales and leasing of mobile offices and modular structures.

Corporate Office 6000 Phillips Hwy., Suite 4
Jacksonville, FL 32216

Miscellaneous

- | | |
|--|------------------------|
| 1. Does Fabricon buy American? | YES |
| 2. Are EEO certifications on file with the Government? | YES |
| 3. Is Fabricon disbarred from Federal contracts? | NO |
| 4. Does Fabricon have a Total Quality Management Program in place? | YES |
| 5. Is a copy of EEO policy on file? | YES |
| 6. Year established | 2014 |
| 7. NAICS | 236220, 238990, 332311 |
| 8. Federal ID no. | 85-2007862 |
| 9. DUNS no. | 079627299 |
| 10. Cage Code | 7ALU5 |
| 11. E Verify | 1146440 |
| 12. Bonding | Available |

Fabricon Modular

Fabricon Modular, a BHRS Company, sells, installs and services prefabricated and modular space for industrial, government, commercial and education customers. Today's dynamic construction and facilities environments require a comprehensive dealer approach for any modular need.

As a full-service provider, Fabricon's dedicated team guides projects through design, planning, permitting, manufacturing and installation. Choose from standard floor plans or customize a complete building system for more unique requirements. Fabricon always remains focused on timely and cost-effective solutions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204		CONTACT NAME: Tiffany Peterson PHONE (A/C, No, Ext): 904-421-8600 FAX (A/C, No): 904-421-8601 E-MAIL ADDRESS: tpeterson@ghgins.com		
INSURED B Hurd Realty Services, LLC Hurd Construction Management, LLC Fabricon Modular, LLC 6000 Philips Hwy. Suite 4 Jacksonville FL 32216		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Builders Insurance Company		11240
		INSURER B: The Cincinnati Insurance Company		10677
		INSURER C: AmGuard Insurance Company		42390
		INSURER D: Palomar Excess and Surplus Insurance Company		16754
		INSURER E: Specialty Builders Insurance Company		16826
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 212264261

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	☒	COMMERCIAL GENERAL LIABILITY			GLP-0384763-01	12/1/2024	12/1/2025	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☒	5,000 ded						MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	☐	POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
		OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
C		AUTOMOBILE LIABILITY			BHAU529641	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY	☒					BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS ONLY	☒					PROPERTY DAMAGE (Per accident)	\$
									\$
D		UMBRELLA LIAB ☒ EXCESS LIAB	☒		PES-XS-01-3542	12/1/2024	12/1/2025	EACH OCCURRENCE	\$ 4,000,000
	☒	CLAIMS-MADE						AGGREGATE	\$
		DED							\$
		RETENTION \$							
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV024647007	8/11/2024	8/11/2025	☒ PER STATUTE ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Equipment Floater 80% Coins-ACV			ENP 0585641	7/31/2024	7/31/2025	Rented / Leased equip Deductible	50,000 1,000

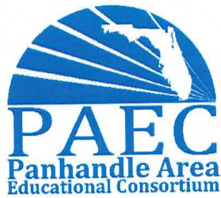
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person: Tori Baxley
Email: tori.baxley@paec.org
Direct: 850-638-6274
PAEC: 850-638-6131

11/11/24

Fabiricon Modular a BHRS Company
6000 Philips Hwy
Suite 4
Jacksonville, FL 32216

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Fabiricon Modular, Contract # 22-172

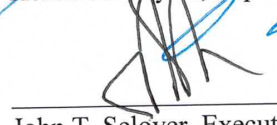
Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of November 11, 2024, through November 11, 2025, at the same terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

If you have any questions, please contact the person listed above.


Herbert J. Taylor, Superintendent, WCSD

11/14/24
Date


John T. Selover, Executive Director, PAEC

11/14/24
Date

I accept the above renewal period of November 11, 2024, through November 11, 2025, at the same terms and conditions.

Signature Steve Menke Date: 11-14-24

Print Name: Steve Menke Title: Vice President

Advancing Schools & Communities for Student Success



CALHOUN - FAMILIAR - FRANKLIN - FSU BAY - GADSDEN - GULF - HOLMES -
JACKSON - JEFFERSON - LIBERTY - MADISON - TAYLOR - WAKULLA - WALTON - WASHINGTON



FABRICON MODULAR

PROJECT REFERENCES – PAEC/FL Buy Purchasing Cooperative

HIGHLANDS COUNTY, FL

Sebring, FL

Date: 2025

Approx Value: 420,000

Design, build, deliver and install custom modular office building for the Solid Waste Department

Foundations, ramp and stair systems, skirting

Contact: Kelli Bronson – Assistant Capital Projects Manager (863) 402-6718, kbronson@highlandsfl.gov

INDIAN RIVER COUNTY, FL

Vero Beach, FL

Date: 2025

Approx Value: 319,000

Design, build, deliver and install custom modular office building for the Agricultural Department

Foundations, ramps, decks, steps, skirting

Contact: Joe Tilton – Recreation Manager (772) 226-1780, jtilton@indianriver.gov

BAY COUNTY SCHOOL DISTRICT

Panama City, FL

Date: 2023

Approx Value: 1,538,000

Design, build, deliver and install (7) modular classrooms on two different campuses

Foundations, ramps, decks, steps, skirting

Contact: Lee Walters – Facilities Director (850) 767-4100 waltell@bay.k12.fl.us

SUMTER COUNTY SCHOOL BOARD

Bushnell, FL

Date: 2023

Approx Value: 458,000

Design, build, deliver and install (2) modular classrooms

Foundations, ramps, decks, steps, skirting

Contact: Eric Suber – Director of School Support Services (352) 793-2315 x52202 eric.suber@sumter.k12.fl.us

For more information contact:

PAEC-FL Buy

Victoria Vuick, Procurement Specialist (850) 638-6131 Ext. 2257

Contract # 22-172

tori.vuick@paec.org

<https://floridabuy.org/>

FabriCon Modular

Steve Menke, Vice President 800-541-6584 Ext. 703

steve@fabriconmodular.com

6000 Phillips Hwy, Suite 4, Jacksonville, FL 32256

<https://floridabuy.org/fabricon-modular-a-bhrs-company/>

PAEC/FL BUY COOPERATIVE PURCHASING CONTRACT - PROJECT REFERENCES



Fabricon Modular - a BHRS Company
6000 Philips Hwy.
Suite 4
Jacksonville, FL 32216

Your Fabricon Representative:
Steve Menke

Phone: (800) 541-6584 x 703
Email:
steve@fabriconmodular.com

Quotation Number: 252101
Revision: 1
Date: 04/23/2025

Sale Quotation (New Equipment)

Buyer: 00-Prepaid
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Contact:
Osmanny "Manny" Larzabal
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Delivery Address:
3150 SW 52nd Ave
Pembroke Park, FL 33023

Phone: 954-966-4600
Email: olarzabal@tppfl.gov

Delivery Date (on or about):
09/23/2025

Description and Pricing		Qty	Unit Price	Extended Total
Modular Build - 36'x56'	NEW HVHZ No FZ	1	\$232,792.00	\$232,792.00
Delivery - 12' Wide		3	\$2,626.00	\$7,878.00
Installation - Custom	Incl Anchors	1	\$26,302.00	\$26,302.00
Skirting - Metal (M)	No HVHZ or FZ	184	\$26.00	\$4,784.00
Skirting - Metal (L)	No HVHZ or FZ	184	\$16.00	\$2,944.00
New Alum 36' Switchback Ramp - Sale		1	\$13,615.00	\$13,615.00
New Alum Stairs/Decking - ADA		2	\$3,292.00	\$6,584.00
Installation - Ramp	Incl Stairs	1	\$3,250.00	\$3,250.00
Permit Drawings, Stair/Ramp Plan		1	\$1,625.00	\$1,625.00
Permit Drawings, Foundation Plan		1	\$1,900.00	\$1,900.00
General Requirements		1	\$9,146.00	\$9,146.00
Procurement and Contracting Requirements	FL Buy Contract 22-172	1	\$0.00	\$0.00

***Total Purchase Price Including Delivery & Installation (if applicable):** **\$310,820.00**

Comments:

HVHZ - High Velocity Hurricane Zone

FZ - Flood Zone

Pricing based on award of all line items

Quotation based on Specifications, Scope of Work, Clarifications dated 04-23-25

Summary of Charges	Qty	Total Charges
Model: FM3656	1	\$310,820.00

Optional Additional Services - for your convenience, Fabricon also recommends the following items:

BY INITIALING BELOW, BUYER: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THE AGREEMENT AND ACCEPTS TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT(S).

Quotation Clarifications

* **ALL PRICES EXCLUDE APPLICABLE TAXES.** All Buyers and agreements are subject to credit review. In addition to the stated prices, Buyer shall pay all local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Buyer acknowledges that, upon delivery of the Equipment, any agreements may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc., if necessary, and Buyer will be supplied a copy of the updated information. Pricing excludes all taxes, licenses, permit fees, utility connection charges, site preparation and permitting, all of which shall be at the sole cost of Buyer, unless otherwise expressly agreed by Fabiricon Modular, LLC ("Seller") in writing.

Buyer is responsible for locating and marking all underground utilities prior to delivery of the Equipment and compliance with all applicable local, state and federal code requirements unless otherwise expressly agreed by the Seller in writing. Pricing assumes a level site with clear access, and unrestricted access to work areas during normal business hours. Buyer must notify Seller prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Seller of such conditions will result in additional charges, as applicable. Buyer shall maintain Physical Damage & Commercial Liability insurance coverage for the Equipment on the date of delivery of the Equipment. Seller is not responsible for any changes required by code or building inspectors in connection with the Equipment. Pricing is valid for thirty (30) days from the Quotation's date unless Seller signs this Quotation. Due to current market volatility all prices are subject to change until receipt of firm order and all Buyer required sign-offs and/or approvals are provided to Seller.

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, modular Equipment and Additional Services (as such items and terms are further clarified in Seller's New Equipment Sales Agreement ("Sales Agreement", "Agreement"), to be executed contemporaneously with this quotation. A copy of the form of the Sales Agreement is attached. Seller shall not order any Equipment unless and until both Buyer and Seller sign this quotation and Sales Agreement. The quotation and Sales Agreement are collectively referred to as the Agreement. All such physical items purchased by Buyer for purposes of this sale shall be referred to collectively as the "Equipment."

By its signature below, Buyer hereby acknowledges that it has read and accepts the Agreement. Buyer should print copies of the Agreement for record keeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (Select One)

☒ **Paperless Invoicing Option**

Fabiricon Modular prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email:

A/P Email Contact Name:

☐ **Standard Mail Option**

Buyer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

3150 SW 52nd Ave., Pembroke Park
FL 33023

Enter a new billing address: _____

Quotation Acceptance

Buyer: Town of Pembroke Park	Seller: Fabiricon Modular, LLC
Signature:	Signature:
Print Name: _____	Print Name:
Title:	Title:
Date:	Date:
PO#:	

Floor Plan (for Illustrative Purposes Only)





FABRICON MODULAR

Town of Pembroke Park
Specifications – 04-23-25
Quote 252101-1
Floor Plan 04-23-25

Triple Wide Modular
Nominal Exterior Dimensions 35' x 56'
(3) 11'8" x 56'0" Box Size Modules
High Velocity Hurricane Zone
Pembroke Park, FL

FRAME

OUTRIGGER
REMOVABLE HITCHES

FLOOR

JOIST 2 X 8 @ 16" O/C (Double Rim Joist)
DECKING 3/4" T&G Sturd-I-Floor Plywood
INSULATION R-30 Unfaced Fiberglass Battens
COVERING Floor Tile VCT 1/8" X 12" X 12"
MISC Bottom Board Mobiflex - Simplex

EXTERIOR WALL

STUDS 2 X 6 @ 16" O/C - Double Top & Single Bottom Plate - 08'-6" Tall
SHEATHING 5/8" CDX Plywood
SIDING R-Panel - 26ga Painted (3/4") W/House wrap
INTERIOR COVERING 5/8" Vinyl Covered Gypsum W/ Wrapped Battens - 8'-6" Tall (Ext)
INSULATION R-19 Kraft Fiberglass Batts

INTERIOR WALL

STUDS 2 X 4 @ 16" O/C W/ Double Top & Single Bottom Plate - 08'-6" Tall (Int)
INSULATION R-13 Unfaced
COVERING 5/8" Vinyl Covered Gyp W/ Wrapped Battens - 08'-6" Tall
PARTITIONS EXTEND TO JUST UNDER ROOF DECK FOR LARGE PRIVATE OFFICE AND SHOWER/LOCKER ROOM
INTERIOR TRIM COVE BASE Wall Base Vinyl 4"

ROOF

INSULATION R-38 Kraft
DECKING 5/8" CDX Plywood DOUBLE layer per HZHZ 2016
COVERING EPDM .060 White
CEILING 2 X 4 T-Grid - Mineral Fiber #769 at 8'-0" AFF
TRUSS Upgrade to High Wind Zone Trusses - Transverse @ 24" O/C - W/No Bottom Cord - 12' Wide
30# ROOF LOAD FOR 175 HVHZ
OVERHANGS Wall 4" Perimeter



FABRICON MODULAR

WINDOWS

IMPACT RATED CUSTOM 24X54 - Vinyl - Single Hung - Low E - 6
BLINDS Vinyl Mini-Blind

EXTERIOR DOOR

IMPACT RATED DOOR 36X80 - Commercial Steel – with Deadbolt 2
LOCKSET Entry Lock Keyed Separate with Master - Grade 1
HARDWARE Closer - Tell 600 Series
MISC Vision Panel - 04 X 25 X 1/4" Clear Tempered - Frame & Glass Installed 2

INTERIOR DOOR

DOOR 36X80 Prefinished Imperial Oak - Solid Core - W/ Metal Jamb - 20-Min. 12
DOOR 24X80 Cased Opening W/ Imperial Oak Bifold 1
LOCKSETS Grade 1 Levered
 Privacy – Restrooms and Shower Room
 Passage – Pantry and Water Heater Closet
 Push/Pull – Locker Room
 Keyed – Remainder of Doors (Separately with Master)
HARDWARE Door-Stop - Floor Mount (Int. Doors) 13

ELECTRICAL

PANEL 1 Ph, Nema 1, Internal, 125 Amp 3
RACEWAY Romex Wire Assembly - (12-2) 336
INTERIOR LIGHTS T-Grid Mount - 2 X 4 - LED 20
EXTERIOR LIGHTS Exterior 26W LED With Photocell 2
EXIT/EMERGENCY LIGHTS Emergency Light - Remote Head - Exterior 2
EXIT/EMERGENCY LIGHTS Exit/Emergency Light Remote Capable - Red 2
SWITCH Occupancy Sensor Wall Mount 12
RECEPTACLE 20A - WR GFCI Protected W/ White In Use Cover - 4, (1) on End Opposite HVAC units
RECEPTACLE 20A - GFCI Protected Duplex 5
 (1) Per Restroom, (2) Over Countertop, (1) in Water Heater Room
RECEPTACLE 20A - Duplex 45 Mounted at Standard Height Except for Below Item
 (3) TV RECEPT AT 60" AFF - (1) IN LARGE OFFICE (1) IN LOBBY AND (1) IN TOP PRIVATE OFFICE
RECEPTACLE 20A – Duplex Dedicated – 2, (1) for Printer, (1) in Spare Room
RECEPTACLE 20A – Quad 2 in IT Room on same Dedicated Circuit
RECEPTACLE 20A – Quad 1, Floor Mounted with Brass Cover in Large Office Area
PHONE/DATA 2X4 J-Box Wall (plastic) with 3/4" Conduit Stub up to Attic 18
 (3) at 60" AFF for TV Receptacles, (2) for each Exterior Door, (11) in Offices
PHONE/DATA 2X4 J-Box Floor (metal) with Brass Cover
4X4 PLYWOOD BACK BOARD W/ FR PANT MT 48" AFF IN IT ROOM
1 1/2" CONDUIT STUBBED THRU FLOOR TO THE RIGHT OF PLYWOOD
BACK BOARD



FABRICON MODULAR

PLUMBING

PIPE PVC WASTE STUB OUTS ONLY

PIPE CPVC SUPPLY PIPING

WATER CLOSET Water Closet - Tank Type - Handicap - CPVC 2

LAVATORIES Lavatory - Wall Hung - CPVC 2

SHOWERS Shower Handicap 38" - Copper 1

KITCHEN SINKS 15" X 15" S.S. Bar Sink - CPVC 1

FLOOR DRAIN Floor Drain W/ Trap Guard 1

WATER HEATERS 40-Gal - Elec. Water Heater - 4500/4500 Watt - CPVC Supply 1

ACCESSORIES Mirror - 18" X 36" W/stainless steel frames 2

ACCESSORIES Grab-Bars - Set 2

ACCESSORIES Toilet Paper Dispenser 2

MISC Recirculating Pump 1

MISC Ice Maker Valve Box 1

MISC Expansion Tank - CPVC 1

HVAC

A/C - WALL MOUNT 3.0-Ton - 10KW Heat Strip - 1P - W/PGM T-stat - Bard, Marvair or Equal 3

DUCT Fiberglass / Flex Return Air Duct

DUCT Fiberglass / Flex Supply Air Duct

EXHAUST FANS 90 CFM - Ceiling Mount 3

EXHAUST FANS 100 CFM - Ceiling Mount 1 in Spare Room

MISC Plenum Wall - Wood Studs 36

FURNISHINGS

CABINETS Standard Laminate Base Cabinets 6

CABINETS Standard Laminate Countertop W/ Loose Splash 6

CABINETS Standard Laminate O/H Cabinets 6

LOCKERS and BENCH not included

CODE

2023 FBC CODE / BUSINESS / 175 MPH HVHZ

FL AND MBI SEALS



Buyer:	Town of Pembroke Park
Fabricon Representative:	Steve Menke
Project:	Triple Wide
Model:	FM3656

General Requirements

Customer (Buyer/Lessee) shall consult with local Authorities Having Jurisdiction (AHJ) for all regulations, licenses, and codes prior to commencement.

Architectural:	Modular building shop drawings, Provided by Fabricon, Any other drawings, plans, or testing is by Others (no FZ engineering included)
Engineering:	Building (building module(s) envelope/shell), Provided by Fabricon, Any other engineering or required testing is provided by Others
Permits:	Freight for building module(s) and equipment, Provided by Fabricon, Customer (Buyer/Lessee) is responsible for obtaining and paying for all other permits, fees, and licenses.
Project Management & Coordination:	All project management and coordination for execution and performance of Fabricon's Work is provided
Site Supervision:	Part-time site supervision provided during performance of Fabricon's Work
Construction Site Facilities:	Customer (Buyer/Lessee) is responsible for construction facilities and temporary servicing including dumpster and portable toilet
Cleaning & Waste Management:	Final broom sweep clean, Provided by Fabricon

Building Module Installation (Blocking and Leveling)

Refer to "Site and Building Pad Preparation" for delineation and Customer (Buyer/Lessee) responsibilities of required work prior to installation of building module(s). No FZ engineering included.

All blocking, leveling and anchoring shall be in accordance with the engineered Foundation plan.

Finished Floor Elevation (FFE):	35", Above Finished Grade (A.F.G.), per Foundation plan
Blocking and Piers:	2-course, Hollow cell CMU, Single stack, without mortar, per Foundation plan
Anchoring:	Helical auger type, Dirt, per Foundation plan
Footings:	ABS pads set atop existing grade
Hitch:	Hitches to remain on module(s)
Tires and Axles:	Tires to be removed from module(s), Axles to be removed from module(s), to be retained by Fabricon
Skirting and Underpinning:	Vented (1:150 SF), Metal with framing by Fabricon (no HVHZ or FZ)

Site and Building Pad Preparation

Site Preparation:	Customer (Buyer/Lessee) is responsible for all site preparation including, but not limited to: surveying, benchmarking, clearing, excavating, dewatering, grading, locating, compacting, etc.
Excavation:	Customer (Buyer/Lessee) is responsible for all excavation
Grading:	Customer (Buyer/Lessee) is responsible for all grading

Quote: 252101

Page 1 of 3

Revision: 1

Page 32 of 41

Approval Initial:



Compaction:

Compaction of pad to 2,500 PSF, Customer (Buyer/Lessee) is responsible for all compaction for required soil bearing capacity of the engineered Foundation plan

Site Construction

None - No provisions for site development, construction, or exterior improvement of any kind are provided.

Customer (Buyer/Lessee) is responsible for all earthwork, improvements, and utilities.

Site Construction:

Customer (Buyer/Lessee) is responsible for all site construction

Utility Final Connections (Building/Equipment)

None - No provisions for manifolds, extensions, or final connections are provided. Customer (Buyer/Lessee) is responsible for all final connections to appropriate utility services.

Electrical Service:

Each module will arrive with one (1) individual sub-panel, and Fabricon will interconnect all modules at mate line(s)

Water Service (Potable):

Multiple potable water lines extended through floor assembly into crawl space for final connection by Others

Sanitary Service:

Multiple sanitary lines extended through floor assembly into crawl space for final connection by Others

Internet Service (Data and Telecommunications):

Customer (Buyer/Lessee) is responsible for all internet servicing and connection requirements

Fire Water:

Customer (Buyer/Lessee) is responsible for all fire sprinkler piping, distribution and final connection(s) requirements

Storm Water Runoff Management:

Customer (Buyer/Lessee) is responsible for all stormwater runoff management requirements

Building Access Ways

Stairs:

35" (5-riser), Aluminum, with 5'x5' landing at door, Provided by Fabricon

Ramps:

4'x35', Aluminum, with 5'x5' landing at door, with intermediate landing, Provided by Fabricon

Decks:

Excluded, None - No deck(s) provided

Elevators & Lifts:

Excluded, None - No deck(s) provided

Awnings, Canopies and Weather Protections

APPROPRIATE WEATHER PROTECTION OF ALL OPENINGS (DOORS & WINDOWS) IS REQUIRED TO MAINTAIN BUILDING/EQUIPMENT WARRANTY.

Awnings:

Excluded

Canopies (Metal Structures):

Excluded

Gutters:

Customer (Buyer/Lessee) is responsible for all gutters and downspouts



Building Module Delivery and Staging

Delays or missed delivery fees may be assessed to Customer (Buyer/Lessee) should Customer's site not be ready for timely delivery of Equipment.

Storage fees may be assessed to Customer (Buyer/Lessee) should Equipment delivery be delayed by thirty (30) or more days.

Delivery Freight:

From point of manufacture to site using standard freight pool, Provided by Fabricon

Staging:

A temporary, secure staging area located adjacent to the site that provides suitable access to the site for the module size(s), Provided by Customer (Buyer/Lessee)

Placement:

Placement of module(s) to be accomplished by truck

Scope Clarifications

- Customer (Buyer/Lessee) may require, request, or direct Fabricon to make changes to the Scope of Work. Fabricon shall be subject to equitable adjustment for all changes.
- Fabricon will use its best skill, care and experience to determine installation requirements.
- Any changes in this Scope of Work shall be in writing by written Change Order prior to commencement.
- Quotation is provided per Fabricon Specifications and this Scope of Work only.
- "Substantial Completion" is defined by Fabricon when it has significantly completed all work to be performed by Fabricon in accordance with the plans and Specifications.
- Fabricon may choose to site install certain items and finishes to ensure its quality standards are met. Sequencing of those items is left to the discretion and decision of Fabricon's Project Manager.
- Until Fabricon has achieved written Substantial Completion no other trades or concurrent work may commence unless explicitly approved by Fabricon's Project Manager in writing.



Buyer:	Town of Pembroke Park
Fabricon Representative:	Steve Menke
Project:	Triple Wide
Model:	FM3656

Quotation Clarifications

- Quotation is based on the terms and conditions of Fabricon's "NEW EQUIPMENT SALES AGREEMENT," ("Agreement").
- Fabricon will provide all permits necessary for the manufacture and delivery of the building module(s) to the site.
- The transaction is subject to Fabricon's credit approval.
- For certain financed and lease transactions, Customer (Buyer/Lessee) is subject to third-party credit approval and agrees to provide and execute all required underwriting documents. Failure to comply may deny credit approval.
- Production and completion of factory portions of Equipment ("Factory Completion") is approximately 8-12 weeks after submittal and drawing/plan approval by the Customer (Buyer/Lessee), and any federal, state or local agency required reviews.
- "Substantial Completion" is defined by Fabricon when it has significantly completed all work to be performed by Fabricon in accordance with the plans and Specifications.
- Delivery of Equipment described in this Quotation is subject including, but not limited to, fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Acts of God, and other extraordinary events.
- This Quotation is based on Fabricon providing a building design which meets or exceeds the requirements of the state(s) building code(s) for the specified occupancy and use of quoted Equipment only.
- This Quotation is based on "SPECIFICATIONS" and "SCOPE OF WORK" incorporated herein by reference.
- Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer (Buyer/Lessee).
- Customer (Buyer/Lessee) is responsible for and agrees to add gutters, downspouts, and door canopies to all buildings. Failure to comply may result in void warranty and/or premature degradation of Equipment.
- Customer (Buyer/Lessee) agrees and acknowledges its portions of "STANDARD - SCOPE OF WORK," will be ready for Fabricon's installation on or before the Delivery Date. Especially of importance is obtaining of all required permits to commence and preparation ensuring the site or modular unit pad is level to +/- 3" and soil compacted ≥ 2500 PSF with staking of site and utility locations above grade prior to arrival/delivery
- Quoted pricing shall be valid for thirty (30) days from the date quoted.
- Quoted pricing is based upon first shift, Monday through Friday excluding federal holidays.
- Quoted pricing is based upon non-prevailing wages.
- Quoted pricing is based upon the use of non-union labor on site.
- ALL QUOTED PRICES EXCLUDE APPLICABLE TAXES including any and all required sales and use taxes.
- Payment Terms: 25% non-refundable deposit invoiced and due upon Agreement acceptance; 65% due at Factory Completion; 10% / balance due upon delivery.
- Termination for any reason whatsoever, will result in termination charges.
- Termination by Customer (Buyer/Lessee) shall result in termination charges inclusive of labor, materials, tools, and equipment plus 20% overhead and profit and loss of the non-refundable deposit.



- It is understood and agreed that Fabricon, in reliance on the promises of Customer (Buyer/Lessee) is specially ordering the Equipment described in the Quotation from manufacturer(s), based on information supplied to Fabricon by Customer.
- In so ordering this Equipment, Buyer/Customer understands that the Equipment may not be standard, readily resalable product, and that Fabricon is incurring extraordinary costs and expenses in ordering this Equipment from manufacturer(s).
- Customer (Buyer/Lessee) provided tax exemption certificates shall be submitted to Fabricon upon Quotation acceptance. Review and acceptance of valid certificates is at the sole judgement of Fabricon.
- New Buildings/Equipment - (1) year building manufacturer's warranty to commence at time of Factory Completion. All component warranties to transfer to Customer (Buyer) per respective manufacturer.
- Fabricon warrants defects in material and workmanship for one (1) year from Substantial Completion.
- Fabricon shall not be held responsible for the performance of on site labor or material provided by Others.
- Fabricon shall not be responsible for subsurface conditions.
- The Fabricon Quotation and referenced documents ("Quotation Documents"), in their entirety, shall be made a part of any agreement resulting from this offering.
- In the event of conflict, the terms and conditions of Fabricon's Quotation Documents shall supersede.
- Fabricon will furnish its standard insurance certificate evidencing statutory workman's compensation and general liability and auto to be effective while actively working on site.
- "Others" denotes not by Fabricon, its agents, employees, vendors, suppliers, and/or subcontractors.



BIO

STEVE MENKE **VICE PRESIDENT**

Steve's career in modular construction spans 39 years. He brings versatility and experience to every project through a skill set learned by planning and executing hundreds of projects. Steve is detailed in his approach to all facets of the modular construction process. He practices effective verbal and written communication during project development assuring all parties are clearly and concisely informed. By listening and exchanging ideas, Steve strives for mutually agreeable solutions to propel projects smoothly through development and into successful completion.

Skills in Project Development and Execution

-Proper identification and structuring of solutions using the modular building project delivery method, specification and scope of work development, building and civil plan review, general contracting, subcontractor scope and contract structuring, negotiating, scheduling, safety adherence, building permit submissions, on site supervision and coordination, inspections and close out.

Positions Held

-Director of Sales, Regional Manager, Divisional Director, Senior Sales Representative, Branch Manager, Office Manager

Industries Served with Modular Solutions

-Federal, State and local government, military, educational, commercial, industrial, recreational, medical

General Skills and Accomplishments

-Individual projects up to 200,000 square feet, single and multi-story
-New construction and renovations with steel, concrete and wood frame methods
-Florida Certified Building Contractor License, CBC 1250491 (2002)
-Eight-time national top sales performance honor
-Previous qualifier for General Contractor Licenses in GA, AL, SC, NC, TN, MS, AR, LA
-Published author of "Owner's Guide to Buying and Leasing Basic Commercial Modular Construction" (2018)
-Executive Management Program, Darden School of Business, University of Virginia (2013)
-Florida Real Estate Sales Associate License, SL3295095 (2014)
-OSHA Certification and Basic First Aid
-Graduate – University of Florida Business School

BIO – STEVE MENKE



SUMTER COUNTY SCHOOL BOARD

2680 W C-476, Bushnell, Florida 33513 – <http://www.sumter.k12.fl.us>

Preparing the Next Generation Today!

Richard A. Shirley
Superintendent of Schools

BOARD MEMBERS

District 1 **Sally Moss**
District 2 **Brett Sherman**
District 3 **David A. Williams**
District 4 **Russell Hogan**
District 5 **Kathie L. Richard**

TELEPHONE (352) 793-2315

Superintendent
Ext. 50208 Fax 793-4180

Assistant Superintendent
Ext. 50247 Fax 793-4180

Curriculum & Instruction
Ext. 50206 Fax 793-4180

Elementary Education
Ext. 50207 Fax 793-4180

Secondary Education
Ext. 50210 Fax 793-4180

Student Services
Ext. 50211 Fax 793-4180

School Safety
Ext. 50232 Fax 793-4180

Finance
Ext. 50233 Fax 793-4963

Human Resources
Ext. 50220 Fax 793-2096

Employee Benefits
Ext. 50230 Fax 793-2096

Food Service
Ext. 52200 Fax 793-4277

Professional Development
Ext. 50226 Fax 793-2096

MIS/Data Processing
Ext. 50241 Fax 793-4963

Exceptional Education
Ext. 50259 Fax 793-1612

Information Technology
Ext. 50263 Fax 793-4377

Adult Education
Ext. 54200 Fax 793-6508

Facilities
Ext. 52202 Fax 793-9298

Maintenance
Ext. 52212 Fax 793-9298

Warehouse
Ext. 52220 Fax 793-5547

Transportation
Ext. 53200 Fax 793-1083

July 17, 2023

Mr. Steve Menke
Fabricon Modular - General Manager
6000 Phillips Hwy, Suite 4
Jacksonville, FL 32216

RE: Modular Classrooms Project

Dear Steve:

It was a pleasure working with the entire Fabricon Modular team during our modular classroom project. The buildings were designed, built and installed in accordance with the plans, specs and contract docs and they worked closely with the district throughout the entire project.

Throughout the the process, from planning to installation of the buildings, the dedication by the Fabricon team was outstanding. They were readily available to answer any questions that we had and were always rapidly responsive to any issues or concerns. The regularly scheduled project meetings were extremely effective in facilitating the flow of information and ultimately the completion of the project.

The site supervisor was attentive and diligent while finishing on time and within budget.

We look forward to having many years of use from the buildings and would be most willing to working with Fabricon should we need any additional modular classroom buildings in the future.

Sincerely,

Eric Suber
Director of School Support Services

WAYNE LYLES
Superintendent of Education



BOARD MEMBERS
Randy Peppers, Chairman
Robert Elliot, Vice Chairman
Chris Andrews
Monty Darwin
Carol Hiett

12/12/2024

Steve Menke
Fabricon Modular
6000 Phillips Hwy, Suite 4
Jacksonville, FL 32216

RE: Modular Building Project

Steve,

I wanted to reach out and thank you and the Fabricon staff for your efforts on our recently completed projects for DeKalb County Schools, for the six modular classroom buildings with ramps and stairs at four of our school campuses.

The communication throughout the planning and construction phases was greatly appreciated. Fabricon's on site supervision and interaction with the regulatory agencies, architect and state department were also key factors in completing the project.

We enjoyed working together and look forward to the productive classroom environments these buildings will provide for the families of our District.

Sincerely,

Wendel Evans
Project Improvement Manager

P.O. Box 1668 | 306 Main St. W
Rainsville, AL 35986

www.DeKalbK12.org

Phone: (256) 638-6921
Fax: (256) 638-6972

March 30, 2023

Fabricon Modular
6000 Phillips Hwy, Suite 4
Jacksonville, FL 32216

RE: Modular Building Project

Mr. Menke,

The Houston County School District appreciates the Fabricon team for their efforts on our recent ten classroom modular project. Specifically, we appreciate your team's efforts in keeping us informed regarding construction and installation progress.

As with any construction project, there were obstacles to overcome. Through collaboration between our two organizations, the buildings were built, delivered, and installed effectively. Mr. Greso's supervision was a key factor in completing the installation of the modular units ahead of schedule.

We look forward to the valuable classroom environments these buildings will provide for the students of our District.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Greso", written over a horizontal line.

Houston County School District
Maintenance Coordinator



February 3, 2025

Steve Menke
Fabricon Modular
6000 Phillips Hwy, Suite 4
Jacksonville, FL 32216

RE: Modular Building Project – Jacksonville, FL

Dear Steve,

On behalf of the entire team at JCI Jones Chemicals, I want to express our sincere gratitude to you and the entire Fabricon staff for the outstanding work you did in constructing our new modular office building. We are thrilled with the final result!

From the initial planning stages to the final touches on the ramp and skirting, your team's dedication to quality and efficiency was evident throughout the entire process. We especially appreciate your proactive communication and responsiveness to our questions and concerns. Staying informed every step of the way gave us great confidence in the project's success.

We also want to commend the excellent collaboration between Fabricon and our general contractor, Holton Construction. The seamless coordination between your teams was instrumental in ensuring a smooth and timely completion.

We are eager to move into our new building and begin this exciting chapter for our company. Thank you again for creating such a functional and aesthetically pleasing workspace for our team.

Sincerely,

A handwritten signature in black ink, appearing to be 'Julian Carter', written over a circular stamp that contains the number '3'.

Julian Carter
Maintenance Director



Agenda Item Report

Subject:	Consideration and Approval for Agreement with Keith for Professional Services - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Proposed Agreement](#)



AGREEMENT FOR PROFESSIONAL SERVICES

April 25, 2025

David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: dlynch@tppfl.gov

Project Name: CRS Audit
Project Location: 3150 SW 52nd Avenue
Pembroke Park, FL 33023
KEITH Project Number: 12875.28

Dear Mr. Lynch:

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, this agreement between Keith and Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for 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 assess the current FEMA Community Rating System (CRS) Rating Class assigned to the CLIENT. The current CRS Rating Class of the CLIENT is a 10, which provides a 0% flood insurance discount to residents. The goal of the initial assessment is to audit the CLIENT's current CRS program and provide a roadmap to advance the CLIENT's CRS program by establishing short-term and long-term goals.

DESCRIPTION OF SERVICES AND DELIVERABLES

CIVIL ENGINEERING SERVICES

Task 401 Recommendation for Improvements to Current CRS Rating Class

KEITH will analyze the current allocation of points that comprise the CLIENT's current FEMA CRS Rating Class of 10. Per the National Floodplain Insurance Program (NFIP) CRS Coordinator's Manual and <https://www.fema.gov/floodplain-management/community-rating-system>, a CRS Rating Class of a 10 indicates a total of 0-499 credit points and a 0% discount on flood insurance for residents. As part of this analysis, KEITH will determine areas of improvement to areas where credit points are currently being awarded and provide recommendations for receipt of additional credit points. With CLIENT input, KEITH will provide a short-term and long-term strategy to improve the CLIENT's CRS rating class.

KEITH will develop a study addressing the feasibility of policies and procedures that can be implemented to improve the Town's CRS Rating Class. KEITH will provide up to three (3) assessment meetings with CLIENT staff to review findings of the analysis. This scope does not include the preparation of documentation for submittal to required Agencies Having Jurisdiction (AHJ), or execution of the specific steps outlined in the analysis. If assistance is requested for submittals to AHJs, a Contract Addendum will be required.

www.KEITHteam.com

Pompano Beach (HQ) • Miami • West Palm Beach • Orlando • Port Saint Lucie

SCHEDULE

CIVIL ENGINEERING SERVICES

Task 401 Recommendation for Improvements to Current CRS Rating Class 12 weeks

COMPENSATION

CIVIL ENGINEERING SERVICES

Task 401 Recommendation for Improvements to Current CRS Rating Class \$9,850 (Lump Sum)

Total Fee \$9,850

If you concur with the foregoing and wish to direct us to proceed with the work, please execute the agreement in the space provided and return same to the undersigned.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Greg Chavarria, PMP
Vice President

DATED: _____

As to CLIENT
Town of Pembroke Park

Signature: _____

Print Name: _____

Title: _____

DATED: _____



Engineering Inspired Design.



Agenda Item Report

Subject:	Consideration and Approval of the Purchase of Body-Worn Cameras for the Police Department - Chief DeCoursey
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Police Department has identified the need for body-worn cameras to improve the documentation of interactions between officers and the public, enhance evidence collection, and strengthen community trust. Body-worn cameras are a widely recognized tool for promoting transparency and protecting both officers and citizens. The purchase includes cameras, necessary hardware, software for data storage, and training for officers on proper use and compliance with departmental policies.
Staff Recommendations:	
Procurement:	The procurement will utilize a Source well contract to ensure competitive pricing.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Axon OSP 5-year \(3-31\)](#)

[AXON 11.01.2023](#)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-658726-45747.628RG

Issued: 03/31/2025

Quote Expiration: 05/14/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 516154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA	Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood FL 33023-5413 USA Email:	Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Dan DeCoursey Phone: 954-966-4600 Email: ddecoursey@pdtppfl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$625,283.27
ESTIMATED TOTAL W/ TAX	\$625,283.27

Discount Summary

Average Savings Per Year	\$40,931.67
TOTAL SAVINGS	\$204,658.35

Payment Summary

Page 3 of 56

Date	Subtotal	Tax	Total
Jul 2025	\$173,269.08	\$0.00	\$173,269.08
Sep 2025	(\$43,765.45)	\$0.00	(\$43,765.45)
Oct 2026	\$123,944.91	\$0.00	\$123,944.91
Oct 2027	\$123,944.91	\$0.00	\$123,944.91
Oct 2028	\$123,944.91	\$0.00	\$123,944.91
Oct 2029	\$123,944.91	\$0.00	\$123,944.91
Total	\$625,283.27	\$0.00	\$625,283.27

Quote List Price:

\$829,941.62

Quote Subtotal:

\$625,283.27

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BUNDLE - OFFICER SAFETY PLAN 10 PLUS								
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK		60	\$1.00	\$0.86	\$51.60	\$0.00	\$51.60
80464	AXON BODY - TAP WARRANTY - CAMERA	49m	1	\$539.98	\$464.07	\$464.07	\$0.00	\$464.07
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER		3	\$399.00	\$342.91	\$1,028.73	\$0.00	\$1,028.73
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE		1	\$3,000.00	\$2,578.26	\$2,578.26	\$0.00	\$2,578.26
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	49m	4	\$849.17	\$729.79	\$2,919.16	\$0.00	\$2,919.16
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY		4	\$1,724.00	\$1,481.64	\$5,926.56	\$0.00	\$5,926.56
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY		4	\$1,810.00	\$1,555.55	\$6,222.20	\$0.00	\$6,222.20
100681	AXON SIGNAL - SIDEARM SENSOR ONLY		30	\$269.00	\$231.18	\$6,935.40	\$0.00	\$6,935.40
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60m	300	\$48.60	\$41.77	\$12,531.00	\$0.00	\$12,531.00
80464	AXON BODY - TAP WARRANTY - CAMERA	49m	30	\$539.98	\$464.07	\$13,922.10	\$0.00	\$13,922.10
73739	AXON PERFORMANCE - LICENSE	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
73618	AXON COMMUNITY REQUEST	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
73638	AXON STANDARDS - LICENSE	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	60m	30	\$651.00	\$559.48	\$16,784.40	\$0.00	\$16,784.40
73309	AXON BODY - TAP REFRESH 1 - CAMERA		31	\$972.00	\$835.36	\$25,896.16	\$0.00	\$25,896.16
73310	AXON BODY - TAP REFRESH 2 - CAMERA		31	\$1,020.00	\$876.61	\$27,174.91	\$0.00	\$27,174.91
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60m	30	\$1,627.20	\$1,398.45	\$41,953.50	\$0.00	\$41,953.50
101705	AXON FUSUS - LICENSE - PRO USER	60m	30	\$2,213.40	\$1,902.24	\$57,067.20	\$0.00	\$57,067.20
73746	AXON EVIDENCE - ECOM LICENSE - PRO	60m	30	\$2,929.20	\$2,517.41	\$75,522.30	\$0.00	\$75,522.30
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		1	\$11.77	\$10.12	\$10.12	\$0.00	\$10.12
101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET		1	\$20.00	\$17.19	\$17.19	\$0.00	\$17.19
100401	AXON TASER 10 - CARTRIDGE - INERT		20	\$1.00	\$0.86	\$17.20	\$0.00	\$17.20
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY		1	\$43.90	\$37.73	\$37.73	\$0.00	\$37.73
100591	AXON TASER - CLEANING KIT		1	\$45.00	\$38.67	\$38.67	\$0.00	\$38.67
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN		1	\$120.00	\$103.13	\$103.13	\$0.00	\$103.13
101300	AXON VR - TABLET CASE		2	\$65.00	\$55.86	\$111.72	\$0.00	\$111.72
101193	AXON TASER - ON DEMAND CERTIFICATION	60m	1	\$130.20	\$111.90	\$111.90	\$0.00	\$111.90
100396	AXON TASER 10 - MAGAZINE - INERT RED		1	\$165.00	\$141.80	\$141.80	\$0.00	\$141.80
101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH		2	\$100.00	\$85.94	\$171.88	\$0.00	\$171.88
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED		1	\$240.25	\$206.48	\$206.48	\$0.00	\$206.48
100126	AXON VR - TACTICAL BAG		2	\$138.00	\$118.60	\$237.20	\$0.00	\$237.20
101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET		1	\$280.00	\$240.64	\$240.64	\$0.00	\$240.64

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
20248	AXON TASER - EVIDENCE.COM LICENSE	60m	1	\$349.80	\$300.63	\$300.63	\$0.00	\$300.63
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE		3	\$165.00	\$141.80	\$425.40	\$0.00	\$425.40
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE		4	\$165.00	\$141.80	\$567.20	\$0.00	\$567.20
20018	AXON TASER - BATTERY PACK - TACTICAL		6	\$113.75	\$97.76	\$586.56	\$0.00	\$586.56
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2		1	\$1,200.00	\$1,031.30	\$1,031.30	\$0.00	\$1,031.30
74200	AXON TASER - DOCK - SIX BAY PLUS CORE		1	\$1,748.50	\$1,502.70	\$1,502.70	\$0.00	\$1,502.70
101180	AXON TASER - DATA SCIENCE PROGRAM	60m	30	\$64.80	\$55.69	\$1,670.70	\$0.00	\$1,670.70
100399	AXON TASER 10 - CARTRIDGE - LIVE		90	\$24.00	\$20.63	\$1,856.70	\$0.00	\$1,856.70
100399	AXON TASER 10 - CARTRIDGE - LIVE		90	\$24.00	\$20.63	\$1,856.70	\$0.00	\$1,856.70
100399	AXON TASER 10 - CARTRIDGE - LIVE		90	\$24.00	\$20.63	\$1,856.70	\$0.00	\$1,856.70
100399	AXON TASER 10 - CARTRIDGE - LIVE		90	\$24.00	\$20.63	\$1,856.70	\$0.00	\$1,856.70
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R		1	\$2,350.00	\$2,019.64	\$2,019.64	\$0.00	\$2,019.64
100210	AXON VR - TAP REFRESH 1 - TABLET		2	\$1,198.00	\$1,029.59	\$2,059.18	\$0.00	\$2,059.18
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH		30	\$86.00	\$73.91	\$2,217.30	\$0.00	\$2,217.30
101294	AXON VR - TABLET		2	\$1,395.00	\$1,198.89	\$2,397.78	\$0.00	\$2,397.78
20018	AXON TASER - BATTERY PACK - TACTICAL		30	\$113.75	\$97.76	\$2,932.80	\$0.00	\$2,932.80
100748	AXON VR - CONTROLLER - TASER 10		2	\$1,785.00	\$1,534.07	\$3,068.14	\$0.00	\$3,068.14
100832	AXON VR - CONTROLLER - HANDGUN VR19H		2	\$1,900.00	\$1,632.90	\$3,265.80	\$0.00	\$3,265.80
101012	AXON VR - TAP REFRESH 1 - CONTROLLER		2	\$1,931.00	\$1,659.54	\$3,319.08	\$0.00	\$3,319.08
20378	AXON VR - HEADSET - HTC FOCUS 3		2	\$1,993.00	\$1,712.83	\$3,425.66	\$0.00	\$3,425.66
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER		2	\$2,054.00	\$1,765.25	\$3,530.50	\$0.00	\$3,530.50
20373	AXON VR - TAP REFRESH 1 - HEADSET		2	\$2,156.00	\$1,852.91	\$3,705.82	\$0.00	\$3,705.82
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK		30	\$165.00	\$141.80	\$4,254.00	\$0.00	\$4,254.00
100400	AXON TASER 10 - CARTRIDGE - HALT		240	\$24.00	\$20.63	\$4,951.20	\$0.00	\$4,951.20
100400	AXON TASER 10 - CARTRIDGE - HALT		240	\$24.00	\$20.63	\$4,951.20	\$0.00	\$4,951.20
100400	AXON TASER 10 - CARTRIDGE - HALT		240	\$24.00	\$20.63	\$4,951.20	\$0.00	\$4,951.20
100400	AXON TASER 10 - CARTRIDGE - HALT		240	\$24.00	\$20.63	\$4,951.20	\$0.00	\$4,951.20
100400	AXON TASER 10 - CARTRIDGE - HALT		300	\$24.00	\$20.63	\$6,189.00	\$0.00	\$6,189.00
20248	AXON TASER - EVIDENCE.COM LICENSE	60m	30	\$349.80	\$300.63	\$9,018.90	\$0.00	\$9,018.90
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60m	30	\$413.40	\$355.28	\$10,658.40	\$0.00	\$10,658.40
100399	AXON TASER 10 - CARTRIDGE - LIVE		600	\$24.00	\$20.63	\$12,378.00	\$0.00	\$12,378.00
20370	AXON VR - USER ACCESS - FULL VR	60m	30	\$1,497.00	\$1,286.55	\$38,596.50	\$0.00	\$38,596.50
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R		30	\$2,350.00	\$2,019.64	\$60,589.20	\$0.00	\$60,589.20
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	49m	6	\$25.97	\$22.32	\$133.92	\$0.00	\$133.92
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	49m	1	\$401.31	\$344.89	\$344.89	\$0.00	\$344.89
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	49m	1	\$432.67	\$371.85	\$371.85	\$0.00	\$371.85
100213	AXON VR - EXT WARRANTY - TABLET	49m	2	\$171.01	\$146.97	\$293.94	\$0.00	\$293.94
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	49m	30	\$25.97	\$22.32	\$669.60	\$0.00	\$669.60
101007	AXON VR - EXT WARRANTY - CONTROLLER	49m	2	\$465.50	\$400.06	\$800.12	\$0.00	\$800.12
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	49m	2	\$495.39	\$425.75	\$851.50	\$0.00	\$851.50
100197	AXON VR - EXT WARRANTY - HEADSET	49m	2	\$324.87	\$279.20	\$558.40	\$0.00	\$558.40
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	49m	30	\$432.67	\$371.85	\$11,155.50	\$0.00	\$11,155.50
AB4 Camera Bundle								
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		30	\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100466	AXON BODY 4 - CABLE - USB-C TO USB-C		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB4 Multi Bay Dock Bundle								
100206	AXON BODY 4 - 8 BAY DOCK		4	\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
770033	AXON - DOCK WALL MOUNT - BRACKET ASSY		4	\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
Individual Items								
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES		1	\$1.00	(\$37,273.50)	(\$37,273.50)	\$0.00	(\$37,273.50)
100552	TRANSFER CREDIT - GOODS		1	\$1.00	(\$6,491.95)	(\$6,491.95)	\$0.00	(\$6,491.95)
73896	AXON STANDARDS - IMPLEMENTATION SERVICE		1	\$30,000.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
80146	AXON BODY - PSO - VIRTUAL STARTER		1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES		1	\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES		1	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	60m	30	\$325.20	\$325.20	\$9,756.00	\$0.00	\$9,756.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	60m	30	\$1,354.20	\$1,354.20	\$40,626.00	\$0.00	\$40,626.00
Total						\$625,283.27	\$0.00	\$625,283.27

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	1	09/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	1	09/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	2	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	300	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100591	AXON TASER - CLEANING KIT	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	09/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101705	AXON FUSUS - LICENSE - PRO USER	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - USER ACCESS - FULL VR	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	30	10/15/2025	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	10/15/2025	10/14/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	10/15/2025	10/14/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	10/15/2025	10/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HEADSET	2	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	2	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	30	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/15/2026	10/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	09/15/2026	10/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3150 SW 52nd Ave	Hollywood	FL	33023-5413	USA
2	3150 SW 52nd Ave	Hollywood	FL	33023-5413	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,700.00	\$0.00	\$2,700.00
Upfront	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$7,500.00	\$0.00	\$7,500.00
Upfront	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,500.00	\$0.00	\$1,500.00
Upfront	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$2,500.00	\$0.00	\$2,500.00
Year 1	100126	AXON VR - TACTICAL BAG	2	\$57.62	\$0.00	\$57.62
Year 1	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	\$0.00	\$0.00	\$0.00
Year 1	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 1	100197	AXON VR - EXT WARRANTY - HEADSET	2	\$135.64	\$0.00	\$135.64
Year 1	100206	AXON BODY 4 - 8 BAY DOCK	4	\$0.00	\$0.00	\$0.00
Year 1	100210	AXON VR - TAP REFRESH 1 - TABLET	2	\$500.19	\$0.00	\$500.19
Year 1	100213	AXON VR - EXT WARRANTY - TABLET	2	\$71.40	\$0.00	\$71.40
Year 1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	\$14,717.70	\$0.00	\$14,717.70
Year 1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	\$490.59	\$0.00	\$490.59
Year 1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	0	\$0.00	\$0.00	\$0.00
Year 1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	\$1,033.34	\$0.00	\$1,033.34
Year 1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$137.78	\$0.00	\$137.78
Year 1	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$103.33	\$0.00	\$103.33
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	\$34.44	\$0.00	\$34.44
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$451.01	\$0.00	\$451.01
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$451.01	\$0.00	\$451.01
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	\$3,006.74	\$0.00	\$3,006.74
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$451.01	\$0.00	\$451.01
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$451.01	\$0.00	\$451.01
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$1,202.69	\$0.00	\$1,202.69
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$1,202.69	\$0.00	\$1,202.69
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$1,202.69	\$0.00	\$1,202.69
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	300	\$1,503.37	\$0.00	\$1,503.37
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$1,202.69	\$0.00	\$1,202.69
Year 1	100401	AXON TASER 10 - CARTRIDGE - INERT	20	\$4.18	\$0.00	\$4.18
Year 1	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	\$0.00	\$0.00	\$0.00
Year 1	100591	AXON TASER - CLEANING KIT	1	\$9.39	\$0.00	\$9.39
Year 1	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	\$538.60	\$0.00	\$538.60
Year 1	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$250.51	\$0.00	\$250.51
Year 1	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	\$1,684.68	\$0.00	\$1,684.68

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	\$2,709.78	\$0.00	\$2,709.78
Year 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	\$90.33	\$0.00	\$90.33
Year 1	100748	AXON VR - CONTROLLER - TASER 10	2	\$745.28	\$0.00	\$745.28
Year 1	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30	\$2,589.03	\$0.00	\$2,589.03
Year 1	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	\$0.00	\$0.00	\$0.00
Year 1	100801	AXON RECORDS - OSP LICENSE	0	\$0.00	\$0.00	\$0.00
Year 1	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	\$793.29	\$0.00	\$793.29
Year 1	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	\$194.36	\$0.00	\$194.36
Year 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	\$206.84	\$0.00	\$206.84
Year 1	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	\$857.59	\$0.00	\$857.59
Year 1	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	\$806.24	\$0.00	\$806.24
Year 1	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	\$41.75	\$0.00	\$41.75
Year 1	101180	AXON TASER - DATA SCIENCE PROGRAM	30	\$405.83	\$0.00	\$405.83
Year 1	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3	\$249.89	\$0.00	\$249.89
Year 1	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$27.18	\$0.00	\$27.18
Year 1	101294	AXON VR - TABLET	2	\$582.44	\$0.00	\$582.44
Year 1	101300	AXON VR - TABLET CASE	2	\$27.14	\$0.00	\$27.14
Year 1	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	\$58.45	\$0.00	\$58.45
Year 1	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	\$4.18	\$0.00	\$4.18
Year 1	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 1	101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	0	\$0.00	\$0.00	\$0.00
Year 1	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 1	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 1	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 1	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 1	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 1	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 1	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 1	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 1	101705	AXON FUSUS - LICENSE - PRO USER	30	\$13,862.17	\$0.00	\$13,862.17
Year 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	0	\$0.00	\$0.00	\$0.00
Year 1	101749	AXON AIR - DEDRONE FIXESITE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 1	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	0	\$0.00	\$0.00	\$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	0	\$0.00	\$0.00	\$0.00
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	30	\$712.41	\$0.00	\$712.41
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	6	\$142.48	\$0.00	\$142.48
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$73.03	\$0.00	\$73.03
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$2,190.78	\$0.00	\$2,190.78
Year 1	20370	AXON VR - USER ACCESS - FULL VR	30	\$9,375.46	\$0.00	\$9,375.46
Year 1	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	\$900.18	\$0.00	\$900.18
Year 1	20378	AXON VR - HEADSET - HTC FOCUS 3	2	\$832.13	\$0.00	\$832.13
Year 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	\$0.00	\$0.00	\$0.00
Year 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$9.16	\$0.00	\$9.16
Year 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	\$0.00	\$0.00	\$0.00
Year 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$2.46	\$0.00	\$2.46

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	\$12.53	\$0.00	\$12.53
Year 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	\$6,290.43	\$0.00	\$6,290.43
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	\$6,601.05	\$0.00	\$6,601.05
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$2,369.83	\$0.00	\$2,369.83
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	73618	AXON COMMUNITY REQUEST	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	73638	AXON STANDARDS - LICENSE	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$3,043.90	\$0.00	\$3,043.90
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$10,190.91	\$0.00	\$10,190.91
Year 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,511.43	\$0.00	\$1,511.43
Year 1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,439.62	\$0.00	\$1,439.62
Year 1	73739	AXON PERFORMANCE - LICENSE	30	\$4,077.09	\$0.00	\$4,077.09
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	0	\$0.00	\$0.00	\$0.00
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	\$18,345.13	\$0.00	\$18,345.13
Year 1	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$365.02	\$0.00	\$365.02
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$626.28	\$0.00	\$626.28
Year 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$50.16	\$0.00	\$50.16
Year 1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$25.05	\$0.00	\$25.05
Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	\$32.53	\$0.00	\$32.53
Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	0	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	\$162.65	\$0.00	\$162.65
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$83.78	\$0.00	\$83.78
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	30	\$3,381.81	\$0.00	\$3,381.81
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$112.73	\$0.00	\$112.73
Year 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$709.09	\$0.00	\$709.09
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$9,868.45	\$0.00	\$9,868.45
Total				\$173,269.08	\$0.00	\$173,269.08

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$6,491.95)	\$0.00	(\$6,491.95)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$37,273.50)	\$0.00	(\$37,273.50)
Total				(\$43,765.45)	\$0.00	(\$43,765.45)

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100126	AXON VR - TACTICAL BAG	2	\$44.90	\$0.00	\$44.90
Year 2	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	\$0.00	\$0.00	\$0.00
Year 2	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 2	100197	AXON VR - EXT WARRANTY - HEADSET	2	\$105.69	\$0.00	\$105.69
Year 2	100206	AXON BODY 4 - 8 BAY DOCK	4	\$0.00	\$0.00	\$0.00
Year 2	100210	AXON VR - TAP REFRESH 1 - TABLET	2	\$389.75	\$0.00	\$389.75

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100213	AXON VR - EXT WARRANTY - TABLET	2	\$55.63	\$0.00	\$55.63
Year 2	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	\$382.26	\$0.00	\$382.26
Year 2	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	\$11,467.87	\$0.00	\$11,467.87
Year 2	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	0	\$0.00	\$0.00	\$0.00
Year 2	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	\$805.17	\$0.00	\$805.17
Year 2	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$107.36	\$0.00	\$107.36
Year 2	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$80.52	\$0.00	\$80.52
Year 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	\$26.84	\$0.00	\$26.84
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	\$2,342.82	\$0.00	\$2,342.82
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	300	\$1,171.41	\$0.00	\$1,171.41
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 2	100401	AXON TASER 10 - CARTRIDGE - INERT	20	\$3.26	\$0.00	\$3.26
Year 2	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	\$0.00	\$0.00	\$0.00
Year 2	100591	AXON TASER - CLEANING KIT	1	\$7.32	\$0.00	\$7.32
Year 2	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	\$419.67	\$0.00	\$419.67
Year 2	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$195.20	\$0.00	\$195.20
Year 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	\$1,312.68	\$0.00	\$1,312.68
Year 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	\$70.38	\$0.00	\$70.38
Year 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	\$2,111.43	\$0.00	\$2,111.43
Year 2	100748	AXON VR - CONTROLLER - TASER 10	2	\$580.71	\$0.00	\$580.71
Year 2	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30	\$2,017.34	\$0.00	\$2,017.34
Year 2	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	\$0.00	\$0.00	\$0.00
Year 2	100801	AXON RECORDS - OSP LICENSE	0	\$0.00	\$0.00	\$0.00
Year 2	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	\$618.13	\$0.00	\$618.13
Year 2	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	\$151.44	\$0.00	\$151.44
Year 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	\$161.17	\$0.00	\$161.17
Year 2	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	\$668.23	\$0.00	\$668.23
Year 2	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	\$628.21	\$0.00	\$628.21
Year 2	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	\$32.53	\$0.00	\$32.53
Year 2	101180	AXON TASER - DATA SCIENCE PROGRAM	30	\$316.22	\$0.00	\$316.22
Year 2	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3	\$194.71	\$0.00	\$194.71
Year 2	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$21.18	\$0.00	\$21.18
Year 2	101294	AXON VR - TABLET	2	\$453.83	\$0.00	\$453.83
Year 2	101300	AXON VR - TABLET CASE	2	\$21.15	\$0.00	\$21.15
Year 2	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	\$45.55	\$0.00	\$45.55
Year 2	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	\$3.25	\$0.00	\$3.25
Year 2	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 2	101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	0	\$0.00	\$0.00	\$0.00
Year 2	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 2	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 2	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 2	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 2	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 2	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 2	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 2	101705	AXON FUSUS - LICENSE - PRO USER	30	\$10,801.26	\$0.00	\$10,801.26
Year 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	0	\$0.00	\$0.00	\$0.00
Year 2	101749	AXON AIR - DEDRONE FIXEDSITE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 2	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	0	\$0.00	\$0.00	\$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	20018	AXON TASER - BATTERY PACK - TACTICAL	6	\$111.02	\$0.00	\$111.02
Year 2	20018	AXON TASER - BATTERY PACK - TACTICAL	30	\$555.10	\$0.00	\$555.10
Year 2	20018	AXON TASER - BATTERY PACK - TACTICAL	0	\$0.00	\$0.00	\$0.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$1,707.03	\$0.00	\$1,707.03
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$56.90	\$0.00	\$56.90
Year 2	20370	AXON VR - USER ACCESS - FULL VR	30	\$7,305.26	\$0.00	\$7,305.26
Year 2	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	\$701.41	\$0.00	\$701.41
Year 2	20378	AXON VR - HEADSET - HTC FOCUS 3	2	\$648.38	\$0.00	\$648.38
Year 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.14	\$0.00	\$7.14
Year 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	\$0.00	\$0.00	\$0.00
Year 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$1.92	\$0.00	\$1.92
Year 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	\$0.00	\$0.00	\$0.00
Year 2	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	\$9.77	\$0.00	\$9.77
Year 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	\$4,901.43	\$0.00	\$4,901.43
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	\$5,143.47	\$0.00	\$5,143.47
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$1,846.54	\$0.00	\$1,846.54
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	73618	AXON COMMUNITY REQUEST	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	73638	AXON STANDARDS - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,371.77	\$0.00	\$2,371.77
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$7,940.65	\$0.00	\$7,940.65
Year 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,177.69	\$0.00	\$1,177.69
Year 2	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,121.74	\$0.00	\$1,121.74
Year 2	73739	AXON PERFORMANCE - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	\$14,294.24	\$0.00	\$14,294.24
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	0	\$0.00	\$0.00	\$0.00
Year 2	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$284.42	\$0.00	\$284.42
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$487.99	\$0.00	\$487.99
Year 2	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$39.08	\$0.00	\$39.08
Year 2	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$19.52	\$0.00	\$19.52
Year 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	\$126.74	\$0.00	\$126.74
Year 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	0	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	\$25.35	\$0.00	\$25.35
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$65.28	\$0.00	\$65.28
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$87.84	\$0.00	\$87.84
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	30	\$2,635.07	\$0.00	\$2,635.07
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$552.52	\$0.00	\$552.52
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$7,689.39	\$0.00	\$7,689.39
Total				\$123,944.91	\$0.00	\$123,944.91

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100126	AXON VR - TACTICAL BAG	2	\$44.90	\$0.00	\$44.90
Year 3	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	\$0.00	\$0.00	\$0.00
Year 3	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 3	100197	AXON VR - EXT WARRANTY - HEADSET	2	\$105.69	\$0.00	\$105.69
Year 3	100206	AXON BODY 4 - 8 BAY DOCK	4	\$0.00	\$0.00	\$0.00
Year 3	100210	AXON VR - TAP REFRESH 1 - TABLET	2	\$389.75	\$0.00	\$389.75
Year 3	100213	AXON VR - EXT WARRANTY - TABLET	2	\$55.63	\$0.00	\$55.63
Year 3	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	\$11,467.87	\$0.00	\$11,467.87
Year 3	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	\$382.26	\$0.00	\$382.26
Year 3	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	0	\$0.00	\$0.00	\$0.00
Year 3	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	\$805.17	\$0.00	\$805.17
Year 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$107.36	\$0.00	\$107.36
Year 3	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$80.52	\$0.00	\$80.52
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	\$26.84	\$0.00	\$26.84
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	\$2,342.82	\$0.00	\$2,342.82
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	300	\$1,171.41	\$0.00	\$1,171.41
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 3	100401	AXON TASER 10 - CARTRIDGE - INERT	20	\$3.26	\$0.00	\$3.26
Year 3	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	\$0.00	\$0.00	\$0.00
Year 3	100591	AXON TASER - CLEANING KIT	1	\$7.32	\$0.00	\$7.32
Year 3	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	\$419.67	\$0.00	\$419.67
Year 3	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$195.20	\$0.00	\$195.20
Year 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	\$1,312.68	\$0.00	\$1,312.68
Year 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	\$70.38	\$0.00	\$70.38
Year 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	\$2,111.43	\$0.00	\$2,111.43
Year 3	100748	AXON VR - CONTROLLER - TASER 10	2	\$580.71	\$0.00	\$580.71
Year 3	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30	\$2,017.34	\$0.00	\$2,017.34
Year 3	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100801	AXON RECORDS - OSP LICENSE	0	\$0.00	\$0.00	\$0.00
Year 3	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	\$618.13	\$0.00	\$618.13
Year 3	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	\$151.44	\$0.00	\$151.44
Year 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	\$161.17	\$0.00	\$161.17
Year 3	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	\$668.23	\$0.00	\$668.23
Year 3	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	\$628.21	\$0.00	\$628.21
Year 3	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	\$32.53	\$0.00	\$32.53
Year 3	101180	AXON TASER - DATA SCIENCE PROGRAM	30	\$316.22	\$0.00	\$316.22
Year 3	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3	\$194.71	\$0.00	\$194.71
Year 3	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$21.18	\$0.00	\$21.18
Year 3	101294	AXON VR - TABLET	2	\$453.83	\$0.00	\$453.83
Year 3	101300	AXON VR - TABLET CASE	2	\$21.15	\$0.00	\$21.15
Year 3	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	\$45.55	\$0.00	\$45.55
Year 3	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	\$3.25	\$0.00	\$3.25
Year 3	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 3	101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	0	\$0.00	\$0.00	\$0.00
Year 3	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 3	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 3	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 3	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 3	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 3	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 3	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 3	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 3	101705	AXON FUSUS - LICENSE - PRO USER	30	\$10,801.26	\$0.00	\$10,801.26
Year 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	0	\$0.00	\$0.00	\$0.00
Year 3	101749	AXON AIR - DEDRONE FIXEDSITE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 3	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	0	\$0.00	\$0.00	\$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30	\$3,176.83	\$0.00	\$3,176.83
Year 3	20018	AXON TASER - BATTERY PACK - TACTICAL	6	\$111.02	\$0.00	\$111.02
Year 3	20018	AXON TASER - BATTERY PACK - TACTICAL	30	\$555.10	\$0.00	\$555.10
Year 3	20018	AXON TASER - BATTERY PACK - TACTICAL	0	\$0.00	\$0.00	\$0.00
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$1,707.03	\$0.00	\$1,707.03
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$56.90	\$0.00	\$56.90
Year 3	20370	AXON VR - USER ACCESS - FULL VR	30	\$7,305.26	\$0.00	\$7,305.26
Year 3	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	\$701.41	\$0.00	\$701.41
Year 3	20378	AXON VR - HEADSET - HTC FOCUS 3	2	\$648.38	\$0.00	\$648.38
Year 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.14	\$0.00	\$7.14
Year 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	\$0.00	\$0.00	\$0.00
Year 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$1.92	\$0.00	\$1.92
Year 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	\$0.00	\$0.00	\$0.00
Year 3	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	\$9.77	\$0.00	\$9.77
Year 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	\$4,901.43	\$0.00	\$4,901.43
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	\$5,143.47	\$0.00	\$5,143.47
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$1,846.54	\$0.00	\$1,846.54
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 3	73618	AXON COMMUNITY REQUEST	30	\$3,176.83	\$0.00	\$3,176.83

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73638	AXON STANDARDS - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,371.77	\$0.00	\$2,371.77
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$7,940.65	\$0.00	\$7,940.65
Year 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,177.69	\$0.00	\$1,177.69
Year 3	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,121.74	\$0.00	\$1,121.74
Year 3	73739	AXON PERFORMANCE - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	0	\$0.00	\$0.00	\$0.00
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	\$14,294.24	\$0.00	\$14,294.24
Year 3	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$284.42	\$0.00	\$284.42
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$487.99	\$0.00	\$487.99
Year 3	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$39.08	\$0.00	\$39.08
Year 3	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$19.52	\$0.00	\$19.52
Year 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	\$25.35	\$0.00	\$25.35
Year 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	\$126.74	\$0.00	\$126.74
Year 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	0	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$65.28	\$0.00	\$65.28
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	30	\$2,635.07	\$0.00	\$2,635.07
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$87.84	\$0.00	\$87.84
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$552.52	\$0.00	\$552.52
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$7,689.39	\$0.00	\$7,689.39
Total				\$123,944.91	\$0.00	\$123,944.91

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100126	AXON VR - TACTICAL BAG	2	\$44.90	\$0.00	\$44.90
Year 4	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 4	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	\$0.00	\$0.00	\$0.00
Year 4	100197	AXON VR - EXT WARRANTY - HEADSET	2	\$105.69	\$0.00	\$105.69
Year 4	100206	AXON BODY 4 - 8 BAY DOCK	4	\$0.00	\$0.00	\$0.00
Year 4	100210	AXON VR - TAP REFRESH 1 - TABLET	2	\$389.75	\$0.00	\$389.75
Year 4	100213	AXON VR - EXT WARRANTY - TABLET	2	\$55.63	\$0.00	\$55.63
Year 4	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	\$11,467.87	\$0.00	\$11,467.87
Year 4	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	\$382.26	\$0.00	\$382.26
Year 4	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	\$805.17	\$0.00	\$805.17
Year 4	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	0	\$0.00	\$0.00	\$0.00
Year 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$107.36	\$0.00	\$107.36
Year 4	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$80.52	\$0.00	\$80.52
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	\$26.84	\$0.00	\$26.84
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	\$2,342.82	\$0.00	\$2,342.82

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	300	\$1,171.41	\$0.00	\$1,171.41
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 4	100401	AXON TASER 10 - CARTRIDGE - INERT	20	\$3.26	\$0.00	\$3.26
Year 4	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	\$0.00	\$0.00	\$0.00
Year 4	100591	AXON TASER - CLEANING KIT	1	\$7.32	\$0.00	\$7.32
Year 4	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	\$419.67	\$0.00	\$419.67
Year 4	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$195.20	\$0.00	\$195.20
Year 4	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	\$1,312.68	\$0.00	\$1,312.68
Year 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	\$2,111.43	\$0.00	\$2,111.43
Year 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	\$70.38	\$0.00	\$70.38
Year 4	100748	AXON VR - CONTROLLER - TASER 10	2	\$580.71	\$0.00	\$580.71
Year 4	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30	\$2,017.34	\$0.00	\$2,017.34
Year 4	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	\$0.00	\$0.00	\$0.00
Year 4	100801	AXON RECORDS - OSP LICENSE	0	\$0.00	\$0.00	\$0.00
Year 4	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	\$618.13	\$0.00	\$618.13
Year 4	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	\$151.44	\$0.00	\$151.44
Year 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	\$161.17	\$0.00	\$161.17
Year 4	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	\$668.23	\$0.00	\$668.23
Year 4	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	\$628.21	\$0.00	\$628.21
Year 4	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	\$32.53	\$0.00	\$32.53
Year 4	101180	AXON TASER - DATA SCIENCE PROGRAM	30	\$316.22	\$0.00	\$316.22
Year 4	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3	\$194.71	\$0.00	\$194.71
Year 4	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$21.18	\$0.00	\$21.18
Year 4	101294	AXON VR - TABLET	2	\$453.83	\$0.00	\$453.83
Year 4	101300	AXON VR - TABLET CASE	2	\$21.15	\$0.00	\$21.15
Year 4	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	\$45.55	\$0.00	\$45.55
Year 4	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	\$3.25	\$0.00	\$3.25
Year 4	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 4	101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	0	\$0.00	\$0.00	\$0.00
Year 4	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 4	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 4	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 4	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 4	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 4	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 4	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 4	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 4	101705	AXON FUSUS - LICENSE - PRO USER	30	\$10,801.26	\$0.00	\$10,801.26
Year 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	0	\$0.00	\$0.00	\$0.00
Year 4	101749	AXON AIR - DEDRONE FIXEDSITE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 4	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	0	\$0.00	\$0.00	\$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	20018	AXON TASER - BATTERY PACK - TACTICAL	6	\$111.02	\$0.00	\$111.02

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20018	AXON TASER - BATTERY PACK - TACTICAL	30	\$555.10	\$0.00	\$555.10
Year 4	20018	AXON TASER - BATTERY PACK - TACTICAL	0	\$0.00	\$0.00	\$0.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$1,707.03	\$0.00	\$1,707.03
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$56.90	\$0.00	\$56.90
Year 4	20370	AXON VR - USER ACCESS - FULL VR	30	\$7,305.26	\$0.00	\$7,305.26
Year 4	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	\$701.41	\$0.00	\$701.41
Year 4	20378	AXON VR - HEADSET - HTC FOCUS 3	2	\$648.38	\$0.00	\$648.38
Year 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	\$0.00	\$0.00	\$0.00
Year 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.14	\$0.00	\$7.14
Year 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	\$0.00	\$0.00	\$0.00
Year 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$1.92	\$0.00	\$1.92
Year 4	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	\$9.77	\$0.00	\$9.77
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	\$4,901.43	\$0.00	\$4,901.43
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	\$5,143.47	\$0.00	\$5,143.47
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$1,846.54	\$0.00	\$1,846.54
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	73618	AXON COMMUNITY REQUEST	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	73638	AXON STANDARDS - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,371.77	\$0.00	\$2,371.77
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$7,940.65	\$0.00	\$7,940.65
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,177.69	\$0.00	\$1,177.69
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,121.74	\$0.00	\$1,121.74
Year 4	73739	AXON PERFORMANCE - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	0	\$0.00	\$0.00	\$0.00
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	\$14,294.24	\$0.00	\$14,294.24
Year 4	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 4	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$284.42	\$0.00	\$284.42
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$487.99	\$0.00	\$487.99
Year 4	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$39.08	\$0.00	\$39.08
Year 4	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$19.52	\$0.00	\$19.52
Year 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	\$126.74	\$0.00	\$126.74
Year 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	0	\$0.00	\$0.00	\$0.00
Year 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	\$25.35	\$0.00	\$25.35
Year 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$65.28	\$0.00	\$65.28
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	30	\$2,635.07	\$0.00	\$2,635.07
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$87.84	\$0.00	\$87.84
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$552.52	\$0.00	\$552.52
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$7,689.39	\$0.00	\$7,689.39
Total				\$123,944.91	\$0.00	\$123,944.91

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100126	AXON VR - TACTICAL BAG	2	\$44.90	\$0.00	\$44.90
Year 5	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	\$0.00	\$0.00	\$0.00
Year 5	100197	AXON VR - EXT WARRANTY - HEADSET	2	\$105.69	\$0.00	\$105.69
Year 5	100206	AXON BODY 4 - 8 BAY DOCK	4	\$0.00	\$0.00	\$0.00
Year 5	100210	AXON VR - TAP REFRESH 1 - TABLET	2	\$389.75	\$0.00	\$389.75
Year 5	100213	AXON VR - EXT WARRANTY - TABLET	2	\$55.63	\$0.00	\$55.63
Year 5	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	\$11,467.87	\$0.00	\$11,467.87
Year 5	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	\$382.26	\$0.00	\$382.26
Year 5	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	0	\$0.00	\$0.00	\$0.00
Year 5	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	\$805.17	\$0.00	\$805.17
Year 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$107.36	\$0.00	\$107.36
Year 5	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$80.52	\$0.00	\$80.52
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	\$26.84	\$0.00	\$26.84
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	\$2,342.82	\$0.00	\$2,342.82
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	\$351.42	\$0.00	\$351.42
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	240	\$937.13	\$0.00	\$937.13
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	300	\$1,171.41	\$0.00	\$1,171.41
Year 5	100401	AXON TASER 10 - CARTRIDGE - INERT	20	\$3.26	\$0.00	\$3.26
Year 5	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	\$0.00	\$0.00	\$0.00
Year 5	100591	AXON TASER - CLEANING KIT	1	\$7.32	\$0.00	\$7.32
Year 5	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	\$419.67	\$0.00	\$419.67
Year 5	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$195.20	\$0.00	\$195.20
Year 5	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	30	\$1,312.68	\$0.00	\$1,312.68
Year 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	\$70.38	\$0.00	\$70.38
Year 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	\$2,111.43	\$0.00	\$2,111.43
Year 5	100748	AXON VR - CONTROLLER - TASER 10	2	\$580.71	\$0.00	\$580.71
Year 5	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30	\$2,017.34	\$0.00	\$2,017.34
Year 5	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	33	\$0.00	\$0.00	\$0.00
Year 5	100801	AXON RECORDS - OSP LICENSE	0	\$0.00	\$0.00	\$0.00
Year 5	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	\$618.13	\$0.00	\$618.13
Year 5	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	\$151.44	\$0.00	\$151.44
Year 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	\$161.17	\$0.00	\$161.17
Year 5	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	\$668.23	\$0.00	\$668.23
Year 5	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	\$628.21	\$0.00	\$628.21
Year 5	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	\$32.53	\$0.00	\$32.53
Year 5	101180	AXON TASER - DATA SCIENCE PROGRAM	30	\$316.22	\$0.00	\$316.22
Year 5	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3	\$194.71	\$0.00	\$194.71
Year 5	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$21.18	\$0.00	\$21.18
Year 5	101294	AXON VR - TABLET	2	\$453.83	\$0.00	\$453.83
Year 5	101300	AXON VR - TABLET CASE	2	\$21.15	\$0.00	\$21.15
Year 5	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	\$45.55	\$0.00	\$45.55

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	\$3.25	\$0.00	\$3.25
Year 5	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 5	101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	0	\$0.00	\$0.00	\$0.00
Year 5	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 5	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 5	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 5	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 5	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	0	\$0.00	\$0.00	\$0.00
Year 5	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 5	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 5	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	0	\$0.00	\$0.00	\$0.00
Year 5	101705	AXON FUSUS - LICENSE - PRO USER	30	\$10,801.26	\$0.00	\$10,801.26
Year 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	0	\$0.00	\$0.00	\$0.00
Year 5	101749	AXON AIR - DEDRONE FIXEDSITE HW KIT	0	\$0.00	\$0.00	\$0.00
Year 5	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	0	\$0.00	\$0.00	\$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	20018	AXON TASER - BATTERY PACK - TACTICAL	0	\$0.00	\$0.00	\$0.00
Year 5	20018	AXON TASER - BATTERY PACK - TACTICAL	30	\$555.10	\$0.00	\$555.10
Year 5	20018	AXON TASER - BATTERY PACK - TACTICAL	6	\$111.02	\$0.00	\$111.02
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$56.90	\$0.00	\$56.90
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$1,707.03	\$0.00	\$1,707.03
Year 5	20370	AXON VR - USER ACCESS - FULL VR	30	\$7,305.26	\$0.00	\$7,305.26
Year 5	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	\$701.41	\$0.00	\$701.41
Year 5	20378	AXON VR - HEADSET - HTC FOCUS 3	2	\$648.38	\$0.00	\$648.38
Year 5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.14	\$0.00	\$7.14
Year 5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	\$0.00	\$0.00	\$0.00
Year 5	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$1.92	\$0.00	\$1.92
Year 5	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	\$0.00	\$0.00	\$0.00
Year 5	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	\$9.77	\$0.00	\$9.77
Year 5	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	\$4,901.43	\$0.00	\$4,901.43
Year 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	\$5,143.47	\$0.00	\$5,143.47
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$1,846.54	\$0.00	\$1,846.54
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	73618	AXON COMMUNITY REQUEST	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	73638	AXON STANDARDS - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,371.77	\$0.00	\$2,371.77
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$7,940.65	\$0.00	\$7,940.65
Year 5	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,177.69	\$0.00	\$1,177.69
Year 5	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,121.74	\$0.00	\$1,121.74
Year 5	73739	AXON PERFORMANCE - LICENSE	30	\$3,176.83	\$0.00	\$3,176.83
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	\$14,294.24	\$0.00	\$14,294.24
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	0	\$0.00	\$0.00	\$0.00
Year 5	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$284.42	\$0.00	\$284.42
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$487.99	\$0.00	\$487.99

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$39.08	\$0.00	\$39.08
Year 5	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$19.52	\$0.00	\$19.52
Year 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	\$25.35	\$0.00	\$25.35
Year 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	0	\$0.00	\$0.00	\$0.00
Year 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	\$126.74	\$0.00	\$126.74
Year 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$65.28	\$0.00	\$65.28
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	30	\$2,635.07	\$0.00	\$2,635.07
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$87.84	\$0.00	\$87.84
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$552.52	\$0.00	\$552.52
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$7,689.39	\$0.00	\$7,689.39
Total				\$123,944.91	\$0.00	\$123,944.91

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-412742, Q-414936, Q-449363, Q-624951

Agency is terminating those contracts effective 10/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$43,765.45

Any credits contained in this quote are contingent upon payment in full of the following amounts:

0

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

3/31/2025





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General.

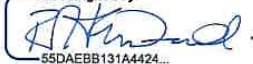
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

DocuSigned by:

Signature: 

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 11/1/2023 | 2:38 PM MST

AGENCY:

Signature: 

Name: Aleem Gihani

Title: Acting Town manager

Date: 11/9/2023

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.1

Release Date: 10/31/2023

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. "API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Addendum to Terms and Conditions

The following shall be included as part of the Master Services and Purchasing Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **Axon Enterprise, Inc.** ("Axon"), with offices at 900 Holcomb woods Pkwy, Roswell, GA 30076. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither AXON nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. AXON will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. AXON further agrees that AXON will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that AXON is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. AXON shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of AXON. AXON agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the AXON Products and Services;

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however, the AXON Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between AXON and the Town and the Town will not be liable for any obligation incurred by AXON, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Binding Authority

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

7. Assignments; Amendments

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by AXON without the prior written consent of Town. For purposes of this Agreement, any change of ownership of AXON shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. Public Records

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. AXON shall comply with Florida’s Public Records Law. Specifically, AXON shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 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, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, AXON shall destroy all copies of such confidential and exempt records remaining in its possession after AXON transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, AXON shall transfer to the Town, at no cost to the Town, all public records in AXON’s possession. All records stored electronically by AXON 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.

8.2 The failure of AXON to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing AXON with at least thirty (30) days prior, provided, however, that AXON will be given the opportunity to cure the breach within said period of time.

{00585003.1 3399-0000000 }

**IF AXON HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO AXON'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, AXON and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

AXON: Axon Enterprises, Inc.
Attn: Legal
17800 North 85th Street
Scottsdale, AZ 85255
Email: legal@axon.com

10. Attorneys' Fees

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

{00585003.1 3399-0000000 }

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

AXON, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

AXON certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a AXON or consultant.

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

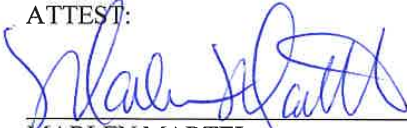
SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:


MARLEN MARTEL,
TOWN CLERK

BY:


ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.


Name: Jacob Horowitz
OFFICE OF THE INTERIM TOWN ATTORNEY

AXON:

DocuSigned by:

Signed By: 55DAEBB131A4424...
Print Name: Robert Driscoll
Title: VP, Assoc. General Counsel

Certificate Of Completion

Envelope Id: 9AC77D4346DF4D0D8321A9C47B89BCAE

Status: Completed

Subject: Complete with DocuSign: Master Services and Purchasing Agreement v19.1PPD.pdf

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Joshua Campbell

AutoNav: Enabled

17800 N 85th St

EnvelopeId Stamping: Enabled

Scottsdale, AZ 85255

Time Zone: (UTC-07:00) Arizona

jcampbell@axon.com

IP Address: 72.195.242.48

Record Tracking

Status: Original

Holder: Joshua Campbell

Location: DocuSign

11/1/2023 2:29:44 PM

jcampbell@axon.com

Signer Events

Robert Driscoll

bobby@axon.com

VP, Assoc. General Counsel

Axon Enterprise, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



550AEBB131A4424...

Signature Adoption: Uploaded Signature Image
Using IP Address: 216.160.193.146**Timestamp**

Sent: 11/1/2023 2:31:43 PM

Viewed: 11/1/2023 2:38:30 PM

Signed: 11/1/2023 2:38:41 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:27:43 AM

ID: 6943ea04-c138-4194-a96a-e670aa85f248

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Nick Sinatra

nsinatra@axon.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 11/1/2023 2:31:44 PM

Viewed: 11/1/2023 2:34:28 PM

Electronic Record and Signature Disclosure:

Accepted: 10/12/2023 1:09:37 PM

ID: ef4aed77-0d6b-4399-9b03-84a504d55f92

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/1/2023 2:31:44 PM

Certified Delivered

Security Checked

11/1/2023 2:38:30 PM

Signing Complete

Security Checked

11/1/2023 2:38:41 PM

Completed

Security Checked

11/1/2023 2:38:41 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprises, Inc.-HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-523864-45231.883NS

Issued: 11/01/2023

Quote Expiration: 11/10/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 516154

Payment Terms: N30

Delivery Method:

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SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA Email:	Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood FL 33023-5413 USA Email:	Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Ra Shana Dabney Donovan Phone: 754-210-5894 Email: rdabneydonovan@pdpffl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$44,425.31
ESTIMATED TOTAL W/ TAX	\$44,425.31

Discount Summary

Average Savings Per Year	\$59,000.00
TOTAL SAVINGS	\$295,000.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$8,885.07	\$0.00	\$8,885.07
May 2025	\$8,885.06	\$0.00	\$8,885.06
May 2026	\$8,885.06	\$0.00	\$8,885.06
May 2027	\$8,885.06	\$0.00	\$8,885.06
May 2028	\$8,885.06	\$0.00	\$8,885.06
Total	\$44,425.31	\$0.00	\$44,425.31

Quote Unbundled Price: \$339,425.31
 Quote List Price: \$339,425.31
 Quote Subtotal: \$44,425.31

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1			\$64.00	\$64.00	\$64.00	\$0.00	\$64.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1			\$238.67	\$238.67	\$238.67	\$0.00	\$238.67
50114	INTERVIEW - CAMERA - COVERT SENSOR	1			\$390.00	\$390.00	\$390.00	\$0.00	\$390.00
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1			\$675.17	\$675.17	\$675.17	\$0.00	\$675.17
50220	INTERVIEW - SWITCH - 8 PORT POE	1			\$915.29	\$915.29	\$915.29	\$0.00	\$915.29
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
50298	INTERVIEW - CAMERA - OVERT DOME	1			\$964.00	\$964.00	\$964.00	\$0.00	\$964.00
50322	INTERVIEW - TOUCH PANEL PRO	1			\$2,987.48	\$2,987.48	\$2,987.48	\$0.00	\$2,987.48
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$3,625.79	\$7,251.58	\$0.00	\$7,251.58
A la Carte Software									
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	60		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	60		\$27.12	\$27.12	\$1,627.20	\$0.00	\$1,627.20
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$31.68	\$3,801.60	\$0.00	\$3,801.60
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	60		\$107.41	\$107.41	\$12,889.20	\$0.00	\$12,889.20
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1			\$5,950.00	\$5,950.00	\$5,950.00	\$0.00	\$5,950.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	1	49		\$24.58	\$24.58	\$1,204.42	\$0.00	\$1,204.42
Total							\$44,425.31	\$0.00	\$44,425.31

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	05/01/2024
A la Carte	50220	INTERVIEW - SWITCH - 8 PORT POE	1	05/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	05/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	1	05/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	1	05/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	05/01/2024
A la Carte	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	06/01/2024	05/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	06/01/2024	05/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2024	05/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2024	05/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	1	05/01/2025	05/31/2029

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.85	\$0.00	\$2,577.85
Annual Payment 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 1	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 1	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 1	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 1	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 1	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 1	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.07	\$0.00	\$8,885.07

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 2	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 2	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 2	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 2	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 2	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 2	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 2	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

May 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$300.00
Annual Payment 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$325.44
Annual Payment 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$700.00
Annual Payment 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$760.32
Annual Payment 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$2,577.84
Annual Payment 3	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$78.00
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$46.67
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$46.67
Annual Payment 3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$135.03
Annual Payment 3	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$183.06
Annual Payment 3	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$1,450.32
Annual Payment 3	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$192.80
Annual Payment 3	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$597.50
Annual Payment 3	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$240.88
Annual Payment 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$12.80
Annual Payment 3	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$47.73
Annual Payment 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$1,190.00
Total				\$8,885.06	\$0.00

May 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$300.00
Annual Payment 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$325.44
Annual Payment 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$700.00
Annual Payment 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$760.32
Annual Payment 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$2,577.84
Annual Payment 4	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$78.00
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Annual Payment 4	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$1,450.32
Annual Payment 4	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$192.80
Annual Payment 4	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$597.50
Annual Payment 4	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$240.88
Annual Payment 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$12.80
Annual Payment 4	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$47.73
Annual Payment 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$1,190.00
Total				\$8,885.06	\$0.00

May 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$300.00
Annual Payment 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$325.44
Annual Payment 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$700.00

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May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 5	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 5	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 5	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 5	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 5	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 5	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 5	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS**," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.1

Release Date: 10/31/2023

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Agenda Item Report

Subject:	Motion to Accept the Recommendation of the Pension Board and to approve the \$152,912 contribution amount for the Commission Supplemental Retirement Plan - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	A Pension Board meeting was held on April 9, 2025. Gloria Rosen, Financial Consultant presented the actuarial valuation report. The actuarial determined contribution for the 10/1/2024 plan year is \$152,912, which increases with interest to \$162,469 for an end-of-year payment.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[2024 Actuarial Valuation - Pembroke Park](#)



Town of Pembroke Park Commission Supplemental Retirement Plan

Actuarial Valuation Report for the Plan Year beginning October 1, 2024



March 19, 2025

Town of Pembroke Park Commission Supplemental Retirement Plan
Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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Town of Pembroke Park Commission Supplemental Retirement Plan
Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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Introduction and Summary

Introduction and Certification

Purposes of the valuation

This report presents the results of the October 1, 2024 actuarial funding valuation for the Town of Pembroke Park Commission Supplemental Retirements Plan (the Plan). Its primary purposes are:

- to evaluate the liabilities and funded status of the plan,
- to determine the Actuarially Determined Contribution,
- provide ASC-960 plan accounting information,
- provide GASB 67/68 plan accounting information,
- provide the plan accounting information in accordance with Part VII, Chapter 112, of the Florida Statutes.

This report has been prepared solely for the Town of Pembroke Park (Pembroke Park) to summarize the Plan's actuarial funding and accounting considerations, as well as satisfy all reporting requirements. Computations for other purposes, such as evaluating plan changes or plan termination, may differ significantly from the results shown in this report.

This report may not be used for any other purpose, and VIA Actuarial Solutions is not responsible for the consequences of any unauthorized use. Its content may not be modified, incorporated into or used in other material, or otherwise provided, in whole or in part, to any other person or entity, without our permission.

The Important Notices section of this report discusses several considerations for this actuarial valuation and its results. We highly recommend that anyone relying on this valuation's content read the Important Notices so they understand the limitations of actuarial results.

The language of this report includes a number of technical terms which have special meanings. The glossary at the end of the report is provided to enhance understanding of these terms; many of them are defined there.

Changes from the prior valuation

The plan's funded status using the ASC 960 accounting standards basis (see page 6) increased from 90.8% to 107.8% since the prior valuation. This change is primarily due to investment returns being greater than expected.

Changes to the plan provisions and actuarial assumptions reflected in this valuation are described at the end of each of those sections in this report.

Introduction and Summary

Introduction and Certification (continued)

Actuarial certification

To the best of our knowledge, this report is complete and accurate and all Plan liabilities were determined in accordance with generally accepted actuarial principles and practices. Upon receipt of the report, Pembroke Park and the Plan should notify us if you disagree with any information contained in the report or if you are aware of any information that would affect the results that has not been communicated to us. The report will be deemed final and acceptable to Pembroke Park and the Plan unless you notify us immediately.

For funding purposes, the Town of Pembroke Park is responsible for selecting the funding policy, actuarial assumptions, and methods used to calculate the Actuarial Determined Contribution and related results in this report. We believe that these assumptions are reasonable estimates of future plan experience, both individually and in the aggregate. All results in this report have been prepared based on our understanding of Pembroke Park's pension funding policy and benefit provisions. Additional contributions to the Plan may be required if actual Plan economic and demographic experience do not match actuarial assumptions, or if contributions to the plan are less than expected.

For accounting and reporting purposes, the actuarial assumptions and methods are the responsibility of the employer. We have reviewed the assumptions and believe that they are reasonable estimates of future plan experience, both individually and in the aggregate. The calculations reported herein are consistent with our understanding of the provisions of GASB 67/68, Accounting Standards Codification Topic 960 (ASC 960), and Part VII, Chapter 112, Florida Statutes.

The undersigned actuary is a Member of the American Academy of Actuaries and meets the Qualification Standards of the Academy to render the actuarial opinion contained herein. I am available to answer questions on the material contained in the report or to provide explanations or further detail, as may be appropriate. I am not aware of any material direct or indirect financial interest or relationship that could create a conflict of interest or impair the objectivity of our work.



Scott Striegel, FSA, EA, MAAA
Consulting Actuary

VIA Actuarial Solutions
121 N Washington Ave, 4th Floor
Minneapolis, MN 55401
612.596.5960
www.viaactuarial.com

March 19, 2025
L/D/C/R: 4/bjm/ses/emk

Town of Pembroke Park Commission Supplemental Retirement Plan
 Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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Introduction and Summary

Summary of Valuation Results

	<u>October 1, 2024</u>	<u>October 1, 2023</u>
A. Plan participant data		
1. Number of participants		
a. Active employees	5	4
b. Terminated vested employees	1	-
c. Retirees and beneficiaries	5	5
d. Total	<u>11</u>	<u>9</u>
B. Actuarially Determined Contribution		
1. Actuarially Determined Contribution (ADC) at Beginning of Year	152,912	168,652
2. ADC at End of Year	162,469	179,193
C. GASB 67/68 Information		
1. Total Pension Liability	\$ 4,091,173	\$ 3,930,687
2. Plan Fiduciary Net Position (assets)	<u>4,271,322</u>	<u>3,558,376</u>
3. Net Pension Liability (1. - 2.)	(180,149)	372,311
4. Funded Percent (2. / 1.)	104.40%	90.53%
5. Liability Discount Rate	6.25%	6.25%

Town of Pembroke Park Commission Supplemental Retirement Plan
 Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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Plan Assets

Reconciliation of Market Value of Assets

	Fiscal Year Ending	
	<u>September 30, 2024</u>	<u>September 30, 2023</u>
A. Market value of assets at beginning of year	\$ 3,558,376	\$ 3,305,495
B. Contributions		
1. Paid during the year	150,000	-
2. Made after year end	-	90,812
3. Total	150,000	90,812
C. Investment earnings	787,770	365,753
D. Benefit payments	(222,184)	(199,119)
E. Expenses	(2,640)	(4,565)
F. Value of assets at end of year		
1. Value of plan assets excluding contributions receivable	4,271,322	3,467,564
2. Contributions receivable	-	90,812
3. Value of plan assets including contributions receivable	4,271,322	3,558,376
G. Investment return since prior valuation	22.62%	11.47%

Valuation Results

Actuarially Determined Contribution (ADC)

	Contribution Year	
	<u>2024</u>	<u>2023</u>
A. Development of Total Normal Cost Rate		
1. Actuarial present value of future benefits	\$ 5,666,667	\$ 4,913,656
2. Actuarial value of plan assets	4,271,322	3,558,376
3. Present value of future normal costs (A.1. - A.2.)	1,395,345	1,355,280
4. Present value of future covered payroll	2,526,897	1,717,300
5. Total normal cost rate (A.3. / A.4.)	55.22%	78.92%
B. Actuarially Determined Contribution (ADC)		
1. Annual covered payroll	260,000	208,000
2. Total normal cost (A.5. x B.1.)	143,572	164,152
3. Expected Expenses	9,340	4,500
4. ADC at beginning of year (B.2. + B.3., not less than zero)	152,912	168,652
5. ADC at end of year (B.4. x 1.0625)	162,469	179,193

Town of Pembroke Park Commission Supplemental Retirement Plan
 Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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Plan Accounting Results

Accounting Standards Codification Topic 960 (ASC 960)

	Plan Year Beginning	
	<u>October 1, 2024</u>	<u>October 1, 2023</u>
A. Actuarial present value of accumulated plan benefits		
1. Vested accumulated plan benefits		
a. Participants currently receiving payments	\$ 2,793,190	\$ 2,629,654
b. Other inactive participants	63,020	-
c. Active employees	<u>985,140</u>	<u>1,177,136</u>
d. Total vested accumulated plan benefits	3,841,350	3,806,790
2. Non-vested accumulated plan benefits	<u>122,387</u>	<u>10,385</u>
3. Total	3,963,737	3,817,175
B. Net assets available for benefits	4,271,322	3,467,564
C. Funded ratio	107.76%	90.84%
D. Key actuarial assumptions	See Actuarial Assumptions section	
E. Changes in actuarial present value of accumulated plan benefits		
1. Value of accumulated plan benefits October 1, 2023		3,817,175
2. Additional benefits accumulated and changes to participant group		127,067
3. Interest		231,630
4. Benefits paid		(222,184)
5. Changes in plan provisions		-
6. Changes in assumptions		<u>10,049</u>
7. Value of accumulated plan benefits October 1, 2024		3,963,737

Town of Pembroke Park Commission Supplemental Retirement Plan
Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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GASB 67/68 Information

Statement of Changes in Fiduciary Net Position

	Fiscal Year Ending	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Additions		
Contributions		
Commission Contributions	\$ 150,000	\$ 90,812
Outside donations and other income	-	-
Total contributions	<u>150,000</u>	<u>90,812</u>
Investment income		
Net appreciation in fair value of investments	787,770	365,753
Interest and dividends	-	-
Less investment expense	<u>-</u>	<u>-</u>
Net investment income	<u>787,770</u>	<u>365,753</u>
Other additions (e.g. receivables)	<u>-</u>	<u>-</u>
Total additions	937,770	456,565
Deductions		
Benefit payments		
Annuity payments to retirees and beneficiaries	(222,184)	(199,119)
Lump sums	-	-
Refunds	<u>-</u>	<u>-</u>
Total	<u>(222,184)</u>	<u>(199,119)</u>
Administrative expense	(2,640)	(4,565)
Other deductions (e.g. payables)	<u>-</u>	<u>-</u>
Total deductions	(224,824)	(203,684)
Net increase in net position	712,946	252,881
Net position restricted for pensions		
Beginning of year	3,558,376	3,305,495
End of year	\$ 4,271,322	\$ 3,558,376
Investment return for the measurement year		
a. Net investment income	\$ 787,770	\$ 365,753
b. Beginning balance	3,558,376	3,305,495
c. Time-weighted cash flows	(75,322)	(101,563)
d. Investment return: a. / (b. + c.)	22.62%	11.23%

Town of Pembroke Park Commission Supplemental Retirement Plan
 Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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GASB 67/68 Information

Changes in Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance at previous fiscal year end (Measured at 9/30/2023)	\$ 3,930,687	\$ 3,558,376	\$ 372,311
Changes for the year:			
Service cost	118,066	-	118,066
Interest	246,104	-	246,104
Differences between expected and actual experience	7,343	-	7,343
Changes of assumptions	11,157	-	11,157
Changes of benefit terms	-	-	-
Contributions - Employer	-	150,000	(150,000)
Contributions - donations and other income	-	-	-
Contributions - member	-	-	-
Net investment income	-	787,770	(787,770)
Other additions	-	-	-
Benefit payments	(222,184)	(222,184)	-
Administrative expense	-	(2,640)	2,640
Other deductions	-	-	-
Net changes	160,486	712,946	(552,460)
Balance at current fiscal year end (Measured at 9/30/2024)	\$ 4,091,173	\$ 4,271,322	\$ (180,149)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
1% decrease in Discount Rate (5.25%)	\$ 4,594,830	\$ 4,271,322	\$ 323,508
Current Discount Rate (6.25%)	4,091,173	4,271,322	(180,149)
1% increase in Discount Rate (7.25%)	3,676,857	4,271,322	(594,465)

GASB 67/68 Information

Summary of Deferred Outflows and Deferred Inflows

	<u>Outflows</u>	<u>Inflows</u>
<u>Summary of Deferred Outflows/Inflows</u>		
A. Difference between expected and actual liability	\$ 306,072	\$ -
B. Change of assumptions	9,003	58,919
C. Net difference between projected and actual investment earnings ¹	-	367,392
D. Total	<u>\$ 315,075</u>	<u>\$ 426,311</u>

Amounts reported as deferred (inflows) outflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended:</u>	<u>Future recognition</u>
2025	\$ 29,953
2026	113,764
2027	(145,150)
2028	(110,443)
2029	640
Thereafter	0
	<u>\$ (111,236)</u>

¹Per GASB 68 paragraph 33.b., deferred inflows/outflows arising from differences between projected and actual pension plan investment earnings in different measurement periods should be aggregated and reported as a net deferred inflow or outflow of resources.

Town of Pembroke Park Commission Supplemental Retirement Plan
Actuarial Valuation Report for the Plan Year beginning October 1, 2024

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GASB 67/68 Information

Schedule of Changes in Net Pension Liability and Related Ratios ¹

	Fiscal Year Ending September 30	
	2024	2023
Total Pension Liability (TPL, actuarial accrued liability)		
Service cost	\$ 118,066	\$ 78,831
Interest	246,104	196,356
Differences between expected and actual experience	7,343	600,293
Changes of assumptions	11,157	(117,839)
Changes of benefit terms	-	-
Benefit payments, including member contrib refunds	(222,184)	(199,119)
Net change in total pension liability	160,486	558,522
Total Pension Liability - beginning of year	3,930,687	3,372,165
Total Pension Liability - end of year	\$ 4,091,173	\$ 3,930,687
Plan Fiduciary Net Position (FNP, assets)		
Contributions - Employer	\$ 150,000	\$ 90,812
Contributions - donations and other income	-	-
Contributions - member	-	-
Net investment income	787,770	365,753
Other additions	-	-
Benefit payments, including member contrib refunds	(222,184)	(199,119)
Administrative expense	(2,640)	(4,565)
Other changes	-	-
Net change in plan fiduciary net position	712,946	252,881
Plan Fiduciary Net Position - beginning of year	3,558,376	3,305,495
Plan Fiduciary Net Position - end of year	\$ 4,271,322	\$ 3,558,376
Net Pension Liability (NPL) - end of year	\$ (180,149)	\$ 372,311
FNP as a percentage of the TPL	104.40%	90.53%
Payroll for measurement period	\$ 260,000	\$ 208,000
Net Pension Liability as a % of employee payroll	-69%	179%

¹The employer must eventually disclose a 10-year history of the schedule of changes in Net Pension Liability and related ratios.

GASB 67/68 Information

Schedule of Contributions ¹

	Fiscal Year Ending September 30	
	2024	2023
Actuarially determined contribution (ADC)	\$ 179,193	\$ 90,812
Contributions in relation to the ADC	150,000	90,812
Contribution deficiency (excess)	\$ 29,193	\$ -
Payroll for reporting period (fiscal year)	\$260,000	\$208,000

Schedule of Investment Returns ¹

	Fiscal Year Ending September 30	
	2024	2023
Annual money-weighted rate of return, net of investment expense	22.62%	11.23%

¹The employer and plan must eventually disclosure a 10-year history of the contribution, investment return, and payroll schedules.

GASB 67/68 Information

Calculation of Pension Expense

	Fiscal Year Ending	
	<u>9/30/2024</u>	<u>9/30/2023</u>
A. Service cost	\$ 118,066	\$ 78,831
B. Interest cost	246,104	196,356
C. Current period benefit changes	-	-
D. Employee contributions	-	-
E. Projected earnings on pension plan investments	(217,691)	(192,219)
F. Pension plan administrative expense	2,640	4,565
G. Other changes in fiduciary net position	-	-
H. Recognition of difference between expected and actual experience	160,995	61,655
I. Recognition of assumption changes	(10,421)	(12,573)
J. Recognition of net difference between projected and actual investment earnings	(102,323)	37,835
K. Total pension expense (sum of A. through J.)	<u>\$ 197,370</u>	<u>\$ 174,450</u>

GASB 67/68 Information

Calculation of Interest Cost and Projected Plan Earnings for Pension Expense

	Fiscal Year Ending	
	<u>9/30/2024</u>	<u>9/30/2023</u>
<u>Interest cost calculation</u>		
A. Total Pension Liability at beginning of measurement year	\$ 3,930,687	\$ 3,372,165
B. Service cost	118,066	78,831
C. Benefit payments, including refund of member contributions	(222,184)	(199,119)
D. Discount rate at beginning of measurement year	6.25%	6.25%
E. Interest cost ((A. + B. + ½ x C.) x D.)	\$ 246,104	\$ 196,356
 <u>Projected plan earnings calculation</u>		
A. Fiduciary Net Position at beginning of measurement year	\$ 3,558,376	\$ 3,305,495
B. Time-weighted cash flows	(75,322)	(229,991)
C. Expected return on assets at beginning of measurement year	6.25%	6.25%
D. Projected plan earnings ((A. + B.) x C.)	\$ 217,691	\$ 192,219
 <u>Investment (gain) or loss</u>		
A. Projected plan earnings	\$ 217,691	\$ 192,219
B. Actual plan investment earnings	787,770	365,753
C. Investment (gain) or loss (A. - B.)	\$ (570,079)	\$ (173,534)

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GASB 67/68 Information

Schedule of Amortizations

Liability Experience (Gains) and Losses

Fiscal Year	Initial Deferred (Inflow)/Outflow	Initial Amortization Period	Unrecognized Amount	Remaining Amortization Period	Current Year Amortization
2020	\$ 113,830	5.00	\$ -	-	\$ 22,766
2021	(315,163)	3.00	-	-	-
2022	(39,788)	3.00	-	-	(13,262)
2023	600,293	4.00	300,147	2.00	150,073
2024	7,343	5.18	5,925	4.18	1,418
Subtotal			\$ 306,072		\$ 160,995

Assumption Changes

Fiscal Year	Initial Deferred (Inflow)/Outflow	Initial Amortization Period	Unrecognized Amount	Remaining Amortization Period	Current Year Amortization
2020	\$ 84,433	5.00	\$ -	-	\$ 16,885
2021	-	-	-	-	-
2022	-	-	-	-	-
2023	(117,839)	4.00	(58,919)	2.00	(29,460)
2024	11,157	5.18	9,003	4.18	2,154
Subtotal			\$ (49,916)		\$ (10,421)

Investment (Gains) and Losses

Fiscal Year	Initial Deferred (Inflow)/Outflow	Initial Amortization Period	Unrecognized Amount	Remaining Amortization Period	Current Year Amortization
2020	\$ (40,463)	5.00	\$ -	-	\$ (8,091)
2021	(419,035)	5.00	(83,807)	1.00	(83,807)
2022	691,492	5.00	276,598	2.00	138,298
2023	(173,534)	5.00	(104,120)	3.00	(34,707)
2024	(570,079)	5.00	(456,063)	4.00	(114,016)
Subtotal			\$ (367,392)		\$ (102,323)

GASB 67/68 Information

Discount Rate Development

GASB 67 and 68 require that the liability discount rate be the single rate that reflects the following:

- A. The long-term expected rate of return on pension plan investments that are expected to be used to finance the payment of benefits, to the extent that (1) the pension plan's fiduciary net position is projected to be sufficient to make projected benefit payments and (2) pension plan assets are expected to be invested using a strategy to achieve that return; and
- B. A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale), to the extent that the conditions in A. are not met.

The projection of cash flows used to determine the discount rate assumed that future contributions will be equal to projected contribution amounts based on Florida statutory requirements. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

A detailed summary of the discount rate calculations is available upon request.

GASB 67/68 Information

Long-Term Expected Investment Return

GASB 67 and 68 require the development of an assumption regarding the long-term expected rate of return on plan assets. The process utilized for this actuarial valuation is described below.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These asset class estimates are combined to produce the portfolio long-term expected rate of return by weighting the expected future real rates of return by the current asset allocation percentage (or target allocation, if available) and by adding expected inflation 2.50%. All results are then rounded to the nearest quarter percentage point.

The best-estimates of expected future asset class returns were published in the 2024 Survey of Capital Market Assumptions produced by Horizon Actuarial Services. These expected returns, along with expected asset class standard deviations and correlation coefficients, are based on Horizon's annual survey of investment advisory firms. The expected inflation assumption was developed based on an analysis of historical experience blended with forward-looking expectations available in market data.

Best-estimates of geometric real and nominal rates of return for each major asset class included in the pension plan's asset allocation as of the measurement date are summarized in the following table:

<u>Asset Class</u>	<u>Allocation at Measurement Date</u>	<u>Long-Term Expected Real Rate of Return</u>	<u>Long-Term Expected Nominal Rate of Return¹</u>
Domestic equity	63.72%	4.52%	7.02%
International equity	8.65%	5.08%	7.58%
Fixed income	24.10%	2.44%	4.94%
Real estate and alternatives	0.00%	3.73%	6.23%
Cash and equivalents	3.53%	0.99%	3.49%
Total ²	100.00%		6.77%
Reduced for assumed investment expense ³			(0.50%)
Net assumed investment return (rounded to ¼%)			6.25%

¹Nominal rates of return are equal to real rates of return plus the assumed inflation rate.

²Portfolio total expected return is weighted average of arithmetic asset class returns, with adjustment to reflect geometric averages. It is not equal to the weighted average of the asset class geometric returns shown above.

³Assumed investment expenses include investment management fees.

Florida 112.664 Disclosures

Schedule of Changes in Net Pension Liability and Related Ratios

	Fiscal Year Ending September 30, 2024	
	112.664(1)(a)	112.664(1)(b)
Discount rate	6.25%	4.25%
Total Pension Liability (TPL, actuarial accrued liability)		
Service cost	\$ 118,066	\$ 181,209
Interest	246,104	224,630
Differences between expected and actual experience	7,343	(45,115)
Changes of assumptions	11,157	12,400
Changes of benefit terms	-	-
Benefit payments, including member contrib refunds	(222,184)	(222,184)
Net change in total pension liability	160,486	150,940
Total Pension Liability - beginning of year	3,930,687	5,215,284
Total Pension Liability - end of year	\$ 4,091,173	\$ 5,366,224
Plan Fiduciary Net Position (FNP, assets)		
Contributions - Employer	\$ 150,000	\$ 150,000
Contributions - donations and other income	-	-
Contributions - member	-	-
Net investment income	787,770	787,770
Other additions	-	-
Benefit payments, including member contrib refunds	(222,184)	(222,184)
Administrative expense	(2,640)	(2,640)
Other changes	-	-
Net change in plan fiduciary net position	712,946	712,946
Plan Fiduciary Net Position - beginning of year	3,558,376	3,558,376
Plan Fiduciary Net Position - end of year	\$ 4,271,322	\$ 4,271,322
Net Pension Liability (NPL) - end of year	\$ (180,149)	\$ 1,094,902
FNP as a percentage of the TPL	104.40%	79.60%
Payroll for measurement period	\$ 260,000	\$ 260,000
Net Pension Liability as a % of employee payroll	-69%	421%
Number of years for which the market value of assets are adequate to sustain expected retirement benefits	21.7	17.1

Florida 112.664 Disclosures

Investment Return History

<u>Year Beginning</u>	<u>Year Ending</u>	<u>Actual Rate Rate of Return</u>	<u>Assumed Rate of Return</u>
10/1/2009	9/30/2010	9.85%	5.00%
10/1/2010	9/30/2011	-4.76%	5.00%
10/1/2011	9/30/2012	17.34%	5.00%
10/1/2012	9/30/2013	11.97%	5.00%
10/1/2013	9/30/2014	9.65%	5.00%
10/1/2014	9/30/2015	-4.79%	5.00%
10/1/2015	9/30/2016	9.47%	6.50%
10/1/2016	9/30/2017	10.13%	6.50%
10/1/2017	9/30/2018	8.67%	6.50%
10/1/2018	9/30/2019	2.24%	6.50%
10/1/2019	9/30/2020	7.38%	6.50%
10/1/2020	9/30/2021	18.92%	6.00%
10/1/2021	9/30/2022	-11.97%	6.00%
10/1/2022	9/30/2023	11.47%	6.00%
10/1/2023	9/30/2024	22.62%	6.25%

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Florida 112.664 Disclosures

Past Contributions and Funded Projections

	Fiscal Year Beginning	
	<u>October 1, 2023</u>	<u>October 1, 2022</u>
A. Actuarially Determined Contribution at end of year	\$ 179,193	\$ 90,812
B. Actual contributions made	150,000	90,812
C. Date of contribution	7/3/2024	1/11/2024
D. Funded level projections	The current investment and funding policies are expected to fund 100% of future benefits under all baseline assumptions valued in this report	

Other Disclosures

A. Present value future compensation

1. 10/1/2023	\$ 1,717,300
2. 10/1/2024 before assumption change	2,526,897
3. 10/1/2024 after assumption change	2,526,897

Three year comparison of actual and assumed covered payroll increases

<u>Plan Year Beginning</u>	<u>Actual Increases</u>	<u>Assumed Increases</u>
10/1/2023	0.00%	3.00%
10/1/2022	0.00%	3.00%
10/1/2021	0.00%	3.00%

Cost of \$1.00 monthly benefit on Normal Form

<u>Retirement Age</u>	<u>Valuation Assumptions</u>	
	<u>Male</u>	<u>Female</u>
55	207.10	225.60
60	188.60	206.57
62	180.49	197.99
65	167.37	184.08

	Plan Year Beginning
	<u>October 1, 2024</u>
B. Actuarial Determined Contributions	
1. 112.664(1)(a)	\$ 152,912
2. 112.664(1)(b)	387,689

Town of Pembroke Park Commission Supplemental Retirement Plan
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Participant Data

Summary of Participant Data

	October 1, 2024	October 1, 2023
A. Active members		
1. Number	5	4
2. Average age	56.2	52.3
3. Average years of service	6.3	7.5
B. Inactive members entitled to future benefits (a.k.a. deferred members or vested terminated members)		
1. Number	1	-
2. Average age	44.3	-
3. Total annual accrued benefit	\$ 8,400	N/A
C. Inactive members or beneficiaries currently receiving benefits		
1. Number	5	5
2. Average age	66.4	65.4
3. Total annual benefits being paid	\$ 215,791	\$ 210,733
4. Average annual benefit being paid	43,158	42,147
D. Total number of participants (A.1. + B.1. + C.1.)	11	9

Town of Pembroke Park Commission Supplemental Retirement Plan
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Participant Data

Reconciliation of Participants

	<u>Actives</u>	<u>Vested Terminated</u>	<u>Retirees and Beneficiaries</u>	<u>Disabled</u>	<u>Total</u>
A. Number of participants on October 1, 2023	4	0	5	0	9
B. Changes in membership					
1. New entrants					0
2. Retirements					0
3. Vested terminations (deferred benefits)	(1)	1			0
4. Termination/refund of contributions					0
5. Deaths (no beneficiary)					0
6. Deaths (with beneficiary)					0
7. Data corrections	2				2
8. Rehires					0
9. QDRO					0
10. Total changes	1	1	0	0	2
C. Number of participants on October 1, 2024	5	1	5	0	11

Participant Data

Schedule of Active Participant Data

Attained Age	Years of service										Total
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25											0
25 to 29											0
30 to 34		1									1
35 to 39											0
40 to 44											0
45 to 49			1								1
50 to 54						1					1
55 to 59											0
60 to 64											0
65 to 69		1									1
70 & up		1									1
Total	0	3	1	0	0	1	0	0	0	0	5

Participant Data
Schedule of Terminated Vested Participant Data

Attained Age	Annual benefit						Total	Total annual benefit by age
	\$0 - \$5,000	\$5,001 - \$10,000	\$10,001 - \$15,000	\$15,001 - \$20,000	\$20,001 - \$25,000	\$25,001 & up		
under 49		1					1	8,400
50 to 54							0	0
55 to 59							0	0
60 to 64							0	0
65 to 69							0	0
70 to 74							0	0
75 & up							0	0
Total	0	1	0	0	0	0	1	

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Participant Data

Schedule of Retired Participant Data

Attained Age	Annual benefit						Total	Annual benefit by age
	\$0 - \$5,000	\$5,001 - \$10,000	\$10,001 - \$15,000	\$15,001 - \$20,000	\$20,001 - \$25,000	\$25,001 & up		
under 49							0	0
50 to 54							0	0
55 to 59						2	2	50,462
60 to 64							0	0
65 to 69						1	1	36,629
70 to 74						1	1	51,521
75 to 79						1	1	71,403
80 to 84							0	0
85 to 89							0	0
90 & up							0	0
Total	0	0	0	0	0	5	5	

Pension Risk Information

Discussion of Pension Risks

Actuarial Standard of Practice Number 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions (ASOP 51), requires actuaries to identify and assess certain risks that may affect a plan's future financial condition. Some of the primary risks are summarized and defined in the table below.

Risk	Identification/Definition
Investment risk	The potential that investment returns will be different than expected
Asset/liability mismatch risk	The potential that changes in asset values are not matched by changes in liability values
Longevity and other demographic risks	The potential that mortality or other demographic experience will be different than expected
Contribution risk	The potential that employer or member contribution rates are different than what is ultimately required to fund plan benefits

ASOP 51 requires that actuaries qualitatively or quantitatively assess the potential effect of these risks on the plan's future financial condition. Methods to assess the risks include scenario tests, sensitivity tests, stress tests, and calculation of actuarial liabilities using a discount rate based on minimal-risk investments. Practical considerations include the usefulness, reliability, timeliness, and cost efficiency of the risk assessment measurements.

In addition to the risk assessment parameters above, ASOP 51 requires that actuaries (1) calculate various plan maturity measures and (2) disclose relevant historical information that are significant to understanding plan risks.

This report contains basic risk assessment information for the plan in accordance with ASOP 51. However, we recommend that employers consider additional pension risk analyses to better understand retirement plan volatility and the potential impact on the organization. We would be glad to discuss potential analyses upon request.

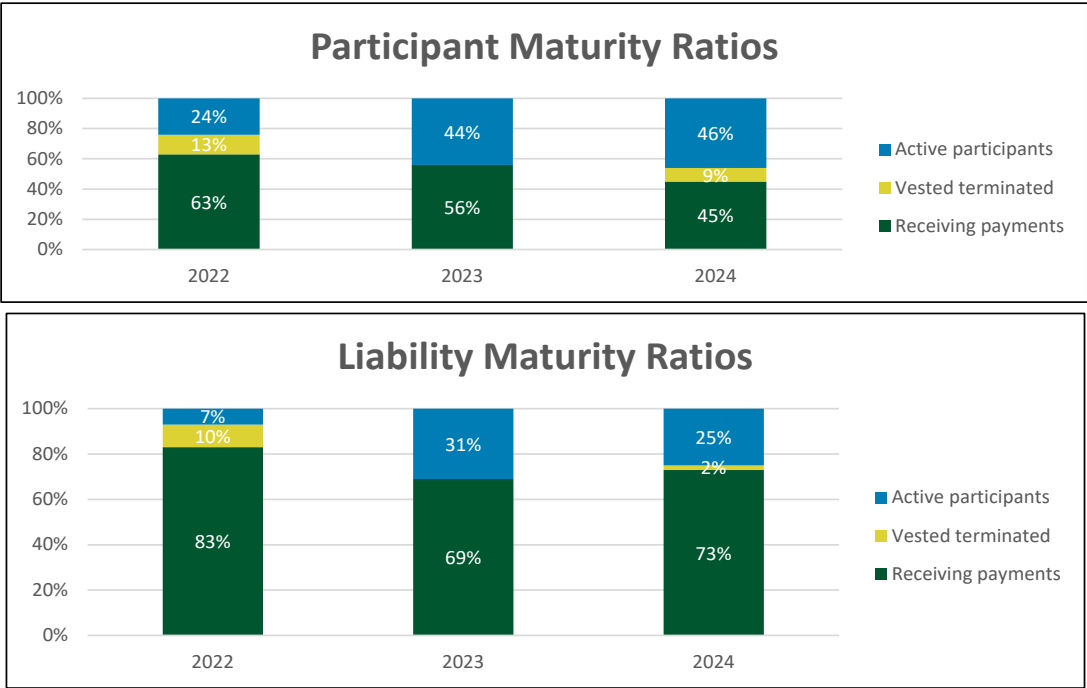
Pension Risk Information

Plan Maturity Measures

Maturity measures describe how much plan liability is attributable to current employees vs. former employees (e.g., retirees) and the size of plan assets and liabilities relative to overall payroll. These measures include:

Participant Maturity Ratio	Number of retirees divided by total participants
Liability Maturity Ratio	Retiree liability divided by total plan liability

A recent history of maturity measures is shown below.



Pension Risk Information

Risk Analysis

The table below provides analysis of some potential plan risks. Please note that the list of risks and the risk assessments shown are not exhaustive. We would be glad to provide a more detailed risk assessment upon request.

Risk	Assessment
Investment risk	If future investment returns are higher or lower than assumed, then future contributions may need to be increased or decreased to compensate. We recommend Pembroke Park regularly re-evaluate its investment return expectations and corresponding investment policy.
Asset/liability mismatch risk	Since plan assets are invested in a mix of equity, fixed income securities, and life insurance and annuity policies, there is a risk that changes in assets values are not matched by changes in liability values.
Longevity and other demographic risks	Although most of the plan demographic assumptions reflect best estimates of future plan experience, actual experience will differ from these assumptions. If participant longevity is greater than expected then this would increase plan costs.
Contribution risk	Plan contributions are paid by Pembroke Park and may be volatile depending on changes in asset returns, demographic experience, or assumptions such as expected asset returns and participant mortality. Pembroke Park should continue making at least the Actuarially Determined Contribution each year in order to improve the Plan's funded status.

Pension Risk Information

Discussion of Pension Contributions

Revised Actuarial Standard of Practice No. 4 Measuring Pension Obligations and Determining Pension Plan Costs or Contributions (ASOP 4) requires actuaries to disclose additional contribution information and provide contribution commentary when preparing an actuarial funding valuation. The requirements include:

- Calculate, disclose, and provide commentary on a **Low-Default-Risk Obligation Measure** (LDROM; section 3.11).
- Calculate, disclose, and provide commentary on a **Reasonable Actuarially Determined Contribution** (RADC; section 3.21).
- Provide disclosures and assessments regarding the **implications of a pension plan's contribution allocation procedure or funding policy** (section 3.19).

The remainder of this section provides information about each of these items. Please note that we would be glad to provide an enhanced discussion of these items upon request.

Low-Default-Risk Obligation Measure (LDROM)

The LDROM is a pension liability measurement calculated using the same data, assumptions, actuarial methods, and plan provisions as the actuarial funding valuation, but with the following adjustments:

- Use an immediate gain actuarial method (if not already used for the funding valuation).
- Use a discount rate "derived from low-default-risk fixed income securities whose cash flows are reasonably consistent with the pattern of benefits expected to be paid in the future."

The Plan's valuation funded status and Actuarially Determined Contributions are currently calculated using a 6.25% discount rate, which is the Plan's long-term investment return assumption based on the target investment allocation. The Plan uses the aggregate funding method, so the Actuarial Accrued Liability on a funding basis reflects service and salaries projected to retirement. The discount rate used for the Plan's LDROM analysis in this report is 3.81%. This rate is based on Bond Buyer 20-Year GO AA Index as of the September 30, 2024 actuarial valuation date. The table below compares the actuarial funding liability to the corresponding LDROM liability on the valuation date.

	Actuarial Funding Basis	LDROM Basis
Actuarial Accrued Liability	\$5,666,667	\$5,725,474
Effective Interest Rate	6.25%	3.81%

Important topics like the Plan's funded status, contributions, and benefit security for current Plan members are affected by many factors related to the Plan's assets and investments. These elements include current assets in the plan, future contributions from participating employers and active plan members, and the investment returns generated on those assets and contributions. The LDROM provides an alternative perspective of the Plan's funded status but may not meaningfully address benefit security or contribution issues since it produces a liability measurement that's not directly related to the Plan's actual investments.

#REF!

Discussion of Pension Contributions (continued)

Reasonable Actuarially Determined Contribution (RADC)

If an actuary believes that an Actuarially Determined Contribution (ADC) is unreasonable (and it is not based on a prescribed assumption or method set by law), then ASOP 4 requires that the actuary separately calculate and disclose a “reasonable” ADC that meets certain criteria enumerated in ASOP 4, section 3.21.

We reviewed the data, assumptions, methods, and plan provisions used to calculate the Plan’s ADC and believe that they currently produce a reasonable ADC. Therefore, we have not calculated a separate RADC. We are available to calculate ADCs using alternative assumptions and methods, if requested.

Implications of Contribution Allocation Procedure or Funding Policy

ASOP 4, section 3.19 requires an actuary to provide an assessment of the implications of the Plan’s contribution allocation procedure and/or funding policy. For purposes of this ASOP 4 section, contributions set by law or by a contract, such as a collective bargaining agreement, constitute a funding policy.

Items to review include:

- Implications of the funding policy on the Plan’s expected future contributions and funded status.
- If applicable, the length of time until funding policy contributions will exceed the Normal Cost.
- Whether the funding policy is “significantly inconsistent with the plan accumulating assets adequate to make benefit payments when due, and estimate the approximate time until assets are depleted.”

Our understanding of Pembroke Park’s contribution policy is to generally contribute at least the Actuarially Determined Contribution. Continuing this contribution policy should improve the Plan’s funded status over time (assuming all other actuarial assumptions are met).

Assuming all actuarial assumptions are met and that Pembroke Park consistently follows its current contribution policy, we believe that the Plan should accumulate assets adequate to make benefit payments when due. Based on these same assumptions and expectations, we estimate that Plan assets will not be depleted until a de minimis amount of future payments remain at the very end of the Plan’s lifespan.

Please let us know if you have any questions about the implications of the Plan’s current funding policy and we will be glad to discuss in greater detail.

Supplementary Information

Summary of Plan Provisions

- A. Plan Effective Date** October 1, 2008
- B. Plan Year** October 1 to September 30
- C. Participation** Elected commissioners of the Town of Pembroke Park
- D. Normal Retirement Eligibility** Age and service requirements:

Group	Normal Retirement Age
Participants who enter the Plan by October 1, 2008	Later of age 62 or 4 years of participation
Participants who enter the Plan after October 1, 2008	Later of age 62 or 13 years of participation

Accrued Benefit 5.0% of average compensation from the 4 highest months multiplied by years of credited service, subject to IRS compensation and benefit limits.

- E. Early Retirement Eligibility** Age and service requirements:

Group	Early Retirement Age
Participants who enter the Plan by October 1, 2008	Later of age 55 or 4 years of participation
Participants who enter the Plan after October 1, 2008	Later of age 55 or 13 years of participation

Benefit Accrued benefit without reduction

- F. Postponed Retirement Eligibility** After attainment of normal retirement age

Benefit Greater of the accrued benefit determined as of the participant's actual retirement date or the actuarial equivalent of the benefit payable at the normal retirement date.

Supplementary Information

Summary of Plan Provisions (continued)

G. Death Benefit	The participant's beneficiary receives an annuity equal to the Participant's pension benefit, payable for a period of 10 years, including annual COLA increases. Participants that die in service are treated as if they to had attained 20 years of service. The death benefit for terminated vested participants is equal to the
H. Vesting	100% vested after attaining 4 years and 1 day of service
I. Benefit Forms	Single life annuity
J. Cost of Living Adjustments	Cost of Living Adjustments (COLA) are applied annually on October 1 to all retirees and beneficiaries with payments in force for at least 12 months. As of October 1, 2011, the COLA is based on the Consumer Price Index from October to the following September.
K. Plan Changes Since Prior Valuation	None

Supplementary Information

Summary of Actuarial Methods

A. Actuarial Cost

Method

GASB 67/68

The Entry Age Normal level percent of pay cost method. Under this method, the service cost for an individual participant is the level percentage of pay required to accumulate the funds needed to pay the participant's projected benefits by their assumed retirement age, beginning on the date of entry and ending at last age with any future benefits. The actuarial accrued liability (called the Total Pension Liability or TPL by GASB) is the accumulated value of these annual service costs on a given date.

Funding

Aggregate cost method. Under this method, the excess of the actuarial present value of future plan benefits over the plan's assets is the present value of future normal costs. The current year's normal cost is determined by multiplying the covered payroll by the ratio of the future normal costs to the present value of future payroll. If all actuarial assumptions are realized, this will result in future normal costs which are a constant percentage of payroll.

B. Asset Method

GASB 67/68

Market value of assets including receivables as of the measurement date and the value of insurance contracts.

Funding

Market value of assets including receivables as of the measurement date and the value of insurance contracts.

C. Amortization

Method

GASB 67/68

Investment gains and losses are amortized over a closed 5-year period.

Experience and assumption gains and losses are amortized on a straight-line basis over a closed period equal to the average of the expected remaining service lives of all members (i.e., active employees and terminated/retired members) that are provided with pensions through the pension plan.

D. Funding Policy

Pembroke Park intends to contribute the Actuarially Determined Contribution (ADC) every year. Florida Statue requires that the contribution be no less than the Unfunded Actuarial Accrued Liability amortized over 30 years.

Supplementary Information

Summary of Actuarial Methods (continued)

E. Data Methods The Plan Administrator provided census and financial information for the valuation and we have relied on this data in preparing the results in this report. The data was reviewed for reasonableness and consistency, but we have not performed a complete audit. If any of the information is inaccurate or incomplete, then the results may be materially different and the calculations may need to be revised.

To the extent that census data was collected as of a date later than October 1, 2024, we have assumed that it is reasonably representative of the plan census on the valuation date and used it with only minor adjustments.

F. Liability Measurement Method for GASB 67/68 GASB 67 requires that "the total pension liability should be determined by (a) an actuarial valuation as of the pension plan's most recent fiscal year-end or (b) the use of update procedures to roll forward to the pension plan's most recent fiscal year-end amounts from an actuarial valuation as of a date no more than 24 months earlier than the pension plan's most recent fiscal year-end." Similarly, GASB 68 requires that "the total pension liability should be determined by (a) an actuarial valuation as of the measurement date or (b) the use of update procedures to roll forward to the measurement date amounts from an actuarial valuation as of a date no more than 30 months and 1 day earlier than the employer's most recent fiscal year-end."

Liabilities in this report were calculated as of the current measurement date per GASB 67 and 68 option (a) above.

Valuation date (census)	October 1, 2024
Measurement date (assets and liabilities)	September 30, 2024
Measurement period	October 1, 2023 to September 30, 2024
Reporting date (fiscal year end)	September 30, 2024

Supplementary Information

Summary of Actuarial Methods (continued)

G. Models Used

The results in this report are based on an actuarial valuation model with three components as outlined in Actuarial Standard of Practice No. 56 - Modeling (ASOP 56):

1. Information inputs including the data, assumptions, methods and plan provisions outlined in this report,
2. Processing by ProVal® actuarial software, and
3. Our report template which translates the ProVal® output into valuation results.

The model is intended to convert the information input above to usable actuarial valuation results. We have reviewed the software's output for reasonableness, and have independently checked sample one-person output where appropriate, but have otherwise relied on it.

Other models used in this actuarial valuation include:

- Expected investment return model based on the Horizon Actuarial Services 2024 Survey of Capital Market Assumptions and the fund's asset allocation.

Supplementary Information

Summary of Actuarial Assumptions

A. Economic Assumptions

Valuation Date	<u>October 1, 2024</u>	<u>October 1, 2023</u>
Funding Interest Rate	6.25%	6.25%
Discount Rate (ASC 960)	6.25%	6.25%
Discount Rate (GASB 67/68)	6.25%	6.25%
Municipal bond rate	3.81%	4.63%
Cost of Living Adjustments	2.75% per year	2.75% per year
Expected long-term rate of return on assets	6.25%	6.25%
Inflation	2.50%	2.50%
Salary Increases	N/A	N/A
Expenses	Estimated annual expenses	Estimated annual expenses

B. Demographic Assumptions

Mortality	
Male	<u>Pre-retirement:</u> None <u>Post-retirement:</u> Society of Actuaries Pub-2010 Male General Retirees Headcount-Weighted Mortality setback one year with generational projection using scale MP-2021
Female	<u>Pre-retirement:</u> None <u>Post-retirement:</u> Society of Actuaries Pub-2010 Female General Retirees Headcount-Weighted Mortality with generational projection using scale MP-2021
Termination	None
Retirement	100% at Early Retirement Age
Disability	None

C. Changes Since Prior Valuation

- Mortality rates were updated to match rates used in the most recent Florida Retirement System Pension Plan actuarial valuation.
- The municipal bond rate was updated to reflect the change in measurement date.

Supplementary Information

Selection of Actuarial Assumptions

The Actuarial Standards Board (ASB) provides coordinated guidance for measuring pension and retiree group benefit obligations through a series of Actuarial Standards of Practice (ASOPs). ASOP No. 27, Selection of Actuarial Assumptions for Measuring Pension Obligations, requires that the actuary disclose the rationale used in selecting each assumption and any changes to assumptions.

The table below summarizes the rationale for selecting the actuarial assumptions. As of the report date, there were no known changes in circumstances occurring after the measurement date that would have affected actuarial assumptions selected as of the measurement date.

Assumption	Rationale for Selecting Assumption
Economic Assumptions	
Discount rate	Per GASB guidance, the single rate that produces the same present value of expected benefit payments as (1) the expected long-term rate of return on plan assets during the period when projected assets are sufficient to pay future retiree benefits, and (2) the 20-year municipal bond rate after assets are projected to be exhausted.
Expected return on plan assets	Based on blend of expected asset class returns and current asset allocation. See the Long-Term Expected Investment Return section of this report for more details.
Inflation rate	Based on analysis of historical CPI-U and 30-year TIPS data, the Federal Open Market Committee target inflation rate, and the 2024 Survey of Capital Market Assumptions produced by Horizon Actuarial Services.
Municipal bond index rate	Publicly available spot rate which meets the specified GASB 67/68 criteria. We use the Bond Buyer 20-Year GO AA Index because it meets the GASB requirements and is based on a large amount of municipal security data.
Non-Economic Assumptions	
Mortality	Rates used in the most recent Florida Retirement System Pension Plan actuarial valuation.
Retirement	Based on recent plan experience.
Termination of Employment	None assumed due to lack of credible experience.

Supplementary Information

Important Notices

Purpose and Scope of the Valuation

This valuation has been prepared exclusively for Pembroke Park and solely to provide information on contributions and accounting results. It is important to recognize that calculations performed for other purposes (such as benefit design or investment policy) may yield significantly different results. This report may not be used for any other purpose, and VIA Actuarial Solutions is not responsible for the consequences of any unauthorized use. Its content may not be modified, incorporated into or used in other material, or otherwise provided, in whole or in part, to any other person or entity, without our permission.

Assumptions and Methods

Since modeling all possible future outcomes is not possible or practical, the valuation is based on a single set of data, assumptions, methods, and plan provisions which satisfy current GASB accounting requirements. We may also use estimates or simplifications to model future events in an efficient and cost-effective manner, so long as we believe that these simplifying techniques do not affect the reasonableness of the valuation results.

Pembroke Park and the Plan are responsible for the assumptions, methods, and funding policies used to prepare the valuation. The assumptions used in this report are among a wide range of possibilities (each of which may be considered reasonable). A different set of reasonable assumptions would produce different results. This report does not include analysis of the effect of alternative assumptions because that is beyond the limited scope of our engagement. If the Pembroke Park or Plan is interested in analyzing the effect of different assumption sets on the valuation results, then we suggest a sensitivity analysis to be performed at a later date.

Actuarial Measurement Changes

An actuarial valuation is only a snapshot of a plan's estimated financial condition at a single point in time. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: retiree group benefits program experience differing from that anticipated by the assumptions; changes in assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in retiree group benefits program provisions or applicable law. Retiree group benefits models necessarily rely on the use of approximations and estimates, and are sensitive to changes in these approximations and estimates. Small variations in these approximations and estimates may lead to significant changes in actuarial measurements.

Actuarial valuations are extremely complex and it's possible that data, computer coding, and mathematical errors could occur during the valuation process. Errors in a valuation discovered after its preparation may be corrected by revising the current valuation or in a subsequent year's valuation.

Supplementary Information

Important Notices (continued)

Accuracy of Substantive Plan Information and Census Data

For purposes of this valuation, we have assumed that Pembroke Park and the Plan have validated our summary of the substantive plan provisions and have provided us with any relevant information on interpretation of the plan provisions and changes to the plan terms since the prior valuation.

Pembroke Park and the Plan are solely responsible for the validity, accuracy and comprehensiveness of this information. If any data or plan provisions supplied are not accurate and complete, the valuation results may differ significantly.

Impact of Legislative Changes

The legislative and regulatory environments have many implications for pension plans. Changes to current rules and implementation of new legislation are difficult to predict but could have a significant effect on the value of future plan benefits.

Supplementary Information

Glossary of Selected Terms

This section provides the definitions of applicable terminology in the actuarial valuation.

Actuarial Cost Method - a procedure for determining the actuarial present value of benefits and for developing an allocation of such value to time periods.

Actuarial Present Value of Benefits - the amount of money needed today to cover the promised benefits for the current participant group, if all actuarial assumptions are exactly met.

Discount Rate - the interest rate used to adjust liabilities and obligations for the time value of money.

FASB ASC Topic 960 - Financial Accounting Standard Board Accounting Standards Codification Topic 960, Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans. This replaces statement number 35.

Fiduciary Net Position - The value of assets reported by the trustee.

Florida Statutes §112.664(1) - Florida Statutes regarding pension valuations.

Funding Method - The method used, when determining the (TPL), for allocating costs between past, current, and future years.

GASB Statement No. 67 - the Governmental Accounting Standards Board Statement Number 67 Financial Reporting for Pension Plans.

GASB Statement No. 68 - the Governmental Accounting Standards Board Statement Number 68 Accounting and Financial Reporting for Pensions.

Long-Term Expected Investment Return - the average expected asset return expected to be earned by the pension investments over time.

Measurement Date - the date as of which the Total Pension Liability and Fiduciary Net Position (assets) are measured.

Net Pension Liability - the difference between the accrued actuarial liability (Total Pension Liability) and pension assets (Fiduciary Net Position).

Net Position Restricted for Pensions - accounting terminology for pension plan assets.

Normal Cost - the portion of the actuarial present value which is allocated to the valuation year by the actuarial cost method.

Supplementary Information

Glossary of Selected Terms (continued)

Reporting Date - the plan's or employer's fiscal year end.

Service Cost - the portion of the actuarial present value which is allocated to the valuation year by the actuarial cost method.

Total Pension Liability (TPL) - the portion of the actuarial present value which is not provided for by future normal costs, determined under the actuarial cost method.

Valuation Date - the date as of which liabilities are calculated. Liabilities may be "rolled forward" from the Valuation Date to the Measurement Date.



Agenda Item Report

Subject:	Consideration of support for 211 Broward in the Amount of \$500.00 for the FY 2025-2026 budget - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	211 Broward is requesting consideration of support from Pembroke Park in the amount of \$500. This support represents \$1.03 per referral (487) provided to a Pembroke Park resident or just \$7.14 for every contact (70) by a resident. Additionally, 3 suicide and 33 reassurance calls at no additional cost. The data on the number of residents served is collected call-by call, with the counselor requesting the City and Zip that the caller is located. 211 Broward is not physically located in Pembroke Park. All services are provided telephonically, allowing every resident to be able to receive services from their own home or the location of their choice. Here are some key ways 211 Broward has made a significant impact for Pembroke Park: • Providing vital referrals and resources • Crisis and suicide intervention • Strengthening community partnerships - Partnered with municipalities, nonprofits, and local agencies to create a coordinated network of care that strengthens our community's safety net. • Disaster response and emergency assistance - serves as a critical resource for emergency assistance, connecting residents with shelters, food programs, and crisis relief services. • Expanding 211 services through Innovation – Spearheading Community Connections Council (C3), leveraging data-driven insights and innovative service delivery models to enhance community-wide health and well-being.
Staff Recommendations:	
Procurement:	

Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Pembroke Park 2025 Request for Support Final on Letterhead](#)

	Status:
Jacob Horowitz, Town Attorney	Approved - Apr 16 2025
David Lynch, Town Manager	Approved - Apr 23 2025
Cynthia Garcia-Lima, Town Clerk	Approved - Apr 25 2025



Your First Call For Help!

April 7, 2025

Mr. David Lynch – Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

RE: Request for support for 211 Broward First Call for Help for Fiscal Year 25-26

Dear Town Manager Lynch,

211 Broward has been a cornerstone of community support in Broward for nearly 30 years, providing critical assistance to individuals and families in need. The wide-ranging impact demonstrates our strong commitment to improving lives through access to essential resources, crisis intervention, and collaboration with local organizations.

As 211 Broward enters its' 30th anniversary year of service, we are reaching out to the Town of Pembroke Park to request financial assistance to ensure your community continues to meet the growing need. In thirty years 211 successfully managed more than:

2 Million referrals, and **1,00,000** Crisis / Suicide calls to benefit **1** Community

211 Broward provided an array of support to **your** constituents, during this past fiscal year. 211-Broward had **70** contacts with *Pembroke Park residents*. These contacts resulted in **487** referrals to community organizations to address the **670** needs presented.

Services to Pembroke Park Residents: 7/1/2023 – 6/30/2024

- 487 Referrals provided to residents (calls, text, chat, email)
- 3 Suicide prevention /intervention calls
- 33 reassurance calls to seniors (Touchline)
- 92.06 % caller satisfaction rate

211 Broward is requesting consideration of support from Pembroke Park in the amount of \$500. This support represents \$1.03 per referral (487) provided to a Pembroke Park resident or just \$7.14 for every contact (70) by a resident. Additionally, 3 suicide and 33 reassurance calls at no additional cost. The data on the number of residents served is collected call-by call, with the counselor requesting the City and Zip that the caller is located. 211 Broward is not physically located in Pembroke Park. All services are provided telephonically, allowing every resident to be able to receive services from their own home or the location of their choice.

When individuals are not connected to the care they need, the societal and financial toll grows exponentially, including increased reliance on costly emergency systems and the ripple effects of unmet needs in the community. Factoring in these avoidable costs, the value of 211 and crisis and support services represents an unmatched return on investment, fostering both individual and community health and well-being.

Here are some key ways 211 Broward has made a significant impact for Pembroke Park:

- Providing vital referrals and resources
- Crisis and suicide intervention
- Strengthening community partnerships - Partnered with **municipalities, nonprofits, and local agencies** to create a coordinated network of care that strengthens our community's safety net.
- Disaster response and emergency assistance - serves as a **critical resource for emergency assistance**, connecting residents with shelters, food programs, and crisis relief services.
- Expanding 211 services through Innovation – Spearheading **Community Connections Council (C3)**, leveraging data-driven insights and innovative service delivery models to enhance community-wide health and well-being.

All this information is shared with you to help you understand the dynamic scope of services that 211 Broward provides 24/7/365. 211 Broward is more than a helpline—it is a **lifeline for the community**, ensuring that *individuals receive the right support at the right time*.

We respectfully request your municipality's support in sustaining and strengthening 211 Broward's services. Whether through financial contributions, collaborative initiatives, or advocacy efforts, your support will help ensure that every Pembroke Park resident in need has access to life-changing assistance when they need it.

Sincerely,



Sheila J. Smith
President/CEO



Agenda Item Report

Subject:	Discussion and Possible Approval of a Summer Recess for the Town Commission - Acting Clerk Commissioner Kashem
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Musfika Kashem, Acting Clerk Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Historically, the Town Commission has observed a summer break to accommodate travel schedules and provide a period of recess. This item proposes a formal recess period beginning after the regular meeting on May 28, 2025, and concluding with the next workshop meeting on August 6, 2025.
Staff Recommendations:	That the Town Commission consider and approve a summer recess from May 28, 2025, through August 6, 2025 , during which no regular Commission meetings will be scheduled unless needed.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Amended Meeting Calendar](#)



TO: Honorable Mayor & Commissioners

FROM: Cynthia Garcia-Lima, Town Clerk

DATE: April 30, 2025

TITLE: Approval of 2025 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for the year 2025.

Regular Commission Meeting Dates	Commission Workshop Meeting Dates
	Wednesday, February 26, 2025
Thursday, March 13, 2025	Wednesday, March 26, 2025
Wednesday, April 9, 2025	Wednesday, April 30, 2025
Wednesday, May 14, 2025	Wednesday, May 28, 2025 **
Wednesday, June 11, 2025 **	Wednesday, June 25, 2025 **
Wednesday, July 9, 2025 **	Wednesday, August 6, 2025
Wednesday, August 13, 2025	Wednesday, August 27, 2025
Wednesday, September 10, 2025	Wednesday, September 24, 2025
Wednesday, October 8, 2025	Wednesday, October 29, 2025
Wednesday, November 12, 2025	Wednesday, November 26, 2025**
Wednesday, December 10, 2025	Wednesday, December 31, 2025**

Regular Commission meetings set to begin at 7:00 p.m.

Workshop Commission Meetings set to begin at 6:00 p.m.

** TBD Date change/cancellation



Agenda Item Report

Subject:	Consideration and Approval of the FY 2025/2026 Budget Preparation Calendar
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The Town Manager and Finance Department hereby present the proposed dates for the Fiscal Year 2025/2026 Budget Preparation Calendar.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Tentative Budget Calendar FY2025-2026](#)



TOWN OF PEMBROKE PARK, FL
2025-2026 Annual Budget
Budget Preparation Calendar

April 21, 2025	First Departmental Budget KICK-OFF Meeting to start Department budget requests.
April 22-30, 2025	Departmental Overview (Department Mission Statements, Budget Messages, Description of Services & Activities, and Department Goals) to be completed.
April 22-30, 2025	One-on-one meetings between the Town Manager's Office, Department Heads, and Finance to review Departmental Budget requests.
May 1 through May 12, 2025	Town Manager and Finance Finalize Proposed FY 2025-2026 Budget Changes.
May 13, 2025	Town Council Budget Workshop on the Proposed FY 2025-2026 Budget to Review General Fund Budget and Ad Valorem Millage Rate (TENTATIVE)
May 14, 2025	Town Council Regular Meeting-Budget Presentation and Discussion. Adoption of the Tentative Millage Rates and Dates for Two (2) Public Hearings in September (TENTATIVE)
June 1, 2025	Property Appraiser estimated assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2025 assessment of roll values
July 1, 2025	Broward County Property Appraiser Certified Taxable Value
No Later than August 4	The Town notifies the Property Appraiser of the Proposed Millage Rate; Rolled-back Rate; and the Date, Time, and Meeting Place of the Tentative Budget Hearing



TOWN OF PEMBROKE PARK, FL
2025-2026 Annual Budget
Budget Preparation Calendar

August 27, 2025	Town Council Budget Workshop on the Proposed FY 2025-2026 Budget to Review General Fund Budget and Ad Valorem Millage Rate (TENTATIVE)
September 4, 2025	<i>County Commission holds first public hearing on County FY 2025-2026 Budget</i>
September 9, 2025	<i>School Board of Broward County Final Public Hearing on FY 2025-2026 Budget</i>
September 10, 2025 *	Hold First Public Hearing on FY 2025-2026 Tentative Budget and Tentative Millage Rates (TENTATIVE)
September 16, 2025	<i>County Commission Holds Second Public Hearing on FY 2025-2026 County Budget</i>
September 24, 2025 *	Hold Second Public Hearing to adopt FY 2025-2026 Final Budget and Final Millage Rates (TENTATIVE)
October 1, 2025	Implement the FY 2025-2026 Budget

* Subject to County Commission and School Board Public Hearing conflicts



Agenda Item Report

Subject:	Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2025-2026 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 10, 2025 at 6:00 p.m. and the Final Budget Hearing on September 24, 2025 at 6:00 p.m. Resolution No.: 2025-017 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - May 14, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The legislative Charter of the Town of Pembroke Park , Florida, provides, among other things, that the Town Council shall determine the amount, fix the rate of taxation, and make the annual tax levy for every Fiscal Year. On or around July 1, 2025, the Broward County Property Appraiser (the "Property Appraiser") will serve upon the Town a "Certification of Taxable Value" certifying to the Town its 2025 taxable value. The provisions of Section 200.065, Florida Statutes require the Town, within Thirty-Five (35) days of service of the Certification of Taxable Value, to advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate, and the date, time and place at which Public Hearings will be held to adopt the tentative and final millages and budgets.

	Proposed Millage Rate The current budget draft assumes a millage rate of 8.5000, the same millage rate as last year. The resolution on the agenda for consideration declares a proposed millage rate for the Town of Pembroke Park for Fiscal Year 2025-2026 to be 8.5000 mills, which is \$8.5000 per \$1,000.00 of assessed property within the Town of Pembroke Park. Rolled Back Rate The current year roll-back rate, as computed pursuant to section 200.065, Florida Statutes, is 7.9296 mills, which is \$7.296 per \$1,000.00 of assessed property within the Town of Bay Harbor Islands. The proposed millage rate is 7.19% more than the rolled-back rate.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Proposed Resolution 2025-017](#)

	Status:
Finance Director, Finance & Budget Director	Pending
Jacob Horowitz, Town Attorney	None
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-017

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) is required by Florida Statute Section 200.065(2) to adopt a resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, in accordance with the provisions of Section 200.065(1), Florida Statutes, it is determined that the rolled-back rate computed as aforesaid is 7.9296 and the proposed millage rate is 8.5000, which is 7.1900 percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 10, 2025, and the final public hearing has been scheduled for 6:00 p.m. at Town Hall on September 24, 2025.

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

Section 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

Section 2. The Town Commission hereby finds and declares that the proposed operating millage rate adopted by this Resolution is 8.5000, which exceeds the current year

rolled-back rate of 7.9296 by 7.1900%. A tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 10, 2025, and the final public hearing has been scheduled for 6:00 p.m. at Town Hall on September 24, 2025.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ASHIRA MOHAMMED
Mayor

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney