



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, July 27, 2022

Commission Chambers

	Page
1. CALL TO ORDER	
1.1. Due to technical difficulties, please CLICK HERE to view second half of the meeting.	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
5.1. Lobbyist Update - Lobbyist Sigerson	6 - 62
Lobby Capital Hill 2022 Legislative Report Update-DKS 07-15-2022 May-June 2022	
CASGS 06-16-2022 Pembroke Park May Report	
CASGS 07-15-2022 Pembroke Park June Report	
Lobby Helmich 2021-22 07 08 HC-Pembroke Park May June Report 07-12-22	
Lobby TPP May-June 2022 Report Tidewater	
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles	63 - 66
BSO MONTHLYSTATS 062022	
6.2. Fire Department - Chief Kane	67 - 80
Fire Report	
7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ	
7.1. MONTHLY STATUS REPORT – JUNE 2022	81 - 86
Agenda Item Report - AIR-22-091 - Pdf	
7.2. Addition to Noise Ordinance (Chapter 17)	87 - 90
Staff recommends approval	
Agenda Item Report - AIR-22-093 - Pdf	
7.3. UNSAFE STRUCTURES BOARD	91 - 110
Staff recommends approval	

[Agenda Item Report - AIR-22-092 - Pdf](#)

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ
 - 8.1. Code Enforcement Monthly Report - June 2022 111 - 174
[Code Enforcement Dept. Report - June 2022 - Pdf](#)
[Code Enforcement Monthly Report - June 2022](#)
9. FINANCE DEPARTMENT
10. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD
 - 10.1. BODY WORN CAMERA (BWC) 175 - 317

Staff recommends the purchase of the Motorola Guardian BWC system
[Agenda Item Report - AIR-22-082 - Pdf](#)
11. PLANNING CONSULTANT
12. HUMAN RESOURCES
13. IT DEPARTMENT - IT DIRECTOR PAKULA
14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK
 - 14.1. Public Services Department July 2022 Report 318 - 322
[Agenda Item Report - AIR-22-094 - Pdf](#)
 - 14.2. Piggyback contract for School Crossing guard services 323 - 373

Discussion and direction from the Commission.
[Agenda Item Report - AIR-22-090 - Pdf](#)
 - 14.3. Raymond P. Oglesby Preserve - fitness trail, playground, and splash pad 374 - 419

Discussion and looking for direction from the Commission.
[Agenda Item Report - AIR-22-088 - Pdf](#)
 - 14.4. Raymond P. Oglesby Preserve - roof repair 420 - 428

We are recommending approval of the lowest bid.
[Agenda Item Report - AIR-22-087 - Pdf](#)
 - 14.5. Emergency generator for Town Hall 429 - 436

Discussion
[Agenda Item Report - AIR-22-086 - Pdf](#)
 - 14.6. Restroom renovations 437 - 472

We are looking for direction for this project.
[Agenda Item Report - AIR-22-085 - Pdf](#)

[PS Bathrooms Renovation](#)

- 14.7. Patrick Behan Park - roof repairs 473 - 481
- We are recommending approval of the lowest proposal.
[Agenda Item Report - AIR-22-083 - Pdf](#)
- 14.8. Stormwater Master Plan 482 - 490
- We are recommending approval based on the CCNA contract with Kimley Horn & Associates.
[Agenda Item Report - AIR-22-089 - Pdf](#)
- 14.9. FPL Generator for Town Hall & Stormwater Pump Station #1 - Public Services Director Clark 491 - 504
- Seeking Commission's Direction to find best method of utilizing FPL's generator program for the Town.
[Agenda Item Report - AIR-22-043 - Pdf](#)
- 14.10. Proposal for the Wastewater Master Plan Update - Public Services Director Clark 505 - 514
- Staff recommends to approve the proposal
[Agenda Item Report - AIR-22-097 - Pdf](#)
- 14.11. Town Assessment - Public Services Director Clark
15. OLD BUSINESS
16. NEW BUSINESS
17. DISCUSSION
- 17.1. Removal of fence in Oglesby Preserve Park - Mayor Jacobs 515 - 519
[Mayor Chain link fence at the park](#)
- 17.2. Christmas lights at the park event - Mayor Jacobs
- 17.3. Repair and/or renovation of the Preserve Parks Building - Vice Mayor Dieuville
- 17.4. Add speed humps on 52 Avenue - Vice Mayor Dieuville 520 - 521
[VM speed humps](#)
- 17.5. Low lying cable lines throughout the Town - Vice Mayor Dieuville 522 - 526
[VM low lines](#)
- 17.6. Decorative wrapping of traffic boxes - Vice Mayor Dieuville 527 - 532
[VM decorative wrapping](#)
[VM plain box](#)
- 17.7. Employment of David A. Howard as Police Chief - Mayor Jacobs 533 - 542

[Howard - Chief Contract - July 2022](#)

- 17.8. Retroactive pay for Joy Brown - Mayor Jacobs 543

[Retroactive pay Joy Brown](#)

- 17.9. Third Amendment to memorandum of understanding regarding collaborative study and subsequent development of an integrated solid waste and recycling system - Mayor Jacobs

18. TOWN CLERK COMMENTS

19. ATTORNEY COMMENTS

- 19.1. Towing Ordinance 544 - 549

Staff recommends approval

[Agenda Item Report - AIR-22-095 - Pdf](#)

20. TOWN MANAGER COMMENTS

21. COMMISSIONER COMMENTS

- 21.1. Clerk Commissioner Hodgkins
Vice Mayor Dieuville
Mayor Jacobs

22. ANNOUNCEMENTS

- 22.1. State Representative Marie Woodson "Preventing the rise of Gun Violence," Saturday, August 6, 2022 from 5:30 PM to 7:30 PM at the Washington Park Community Center at 5199 Pembroke Park, Hollywood, FL
Regular Commission Meeting, Wednesday, August 10, 2022 at 7:00 PM
Food Drive on Saturday, August 13, 2022 at 11:00 AM
Special Magistrate Hearing, Wednesday, August 17, 2022 at 9:00 AM
Back to School, Saturday, August 20, 2022 from 11:00 AM to 3:00 PM
Workshop Commission Meeting, Wednesday, August 24, 2022 at 6:00 PM

23. 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.

Marlen D. Martell
Town Clerk

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MEMORANDUM

DATE: July 15, 2022

TO: The Mayor, Vice Mayor and Commissioners

FROM: David K. Sigerson, Jr., Esq. for Capital Hills Consultants
And the Governmental Consulting Team

SUBJECT: May - June 2022 Legislative Report Update

This report covers the activities of the Town's Lobby & Consultant Team during May and June 2022. It provides a summary of each team member's activities and their attached reports. In addition, the Report contains final list of Municipal Bills of Interest updated with final actions on these bills passed by the Legislature and the Governor's action through June 30.

CHC – David Sigerson Activities:

Activities and Meetings. During the months immediately after the Legislative Session I review legislation that passed affecting municipalities, staff reports and late Session amendments for those bills. This includes regular monitoring of the Legislative website for updates on gubernatorial action on those bills. In addition, I continue to review many of the bills that didn't pass, but made significant progress during the Session as these bills are likely to be filed again next Session. And finally, I monitored Special Session D on property and casualty insurance and building safety – a brief explanation of those bills is included below.

During May and June, I either attended workshops (when making a report) and Commission meetings or monitored them on my computer – as do Connie and Dee. As such, we are always available to answer questions that might come up during those meetings.

Dee Carper, Connie Vanassche and I continue to discuss grant opportunities, especially in the areas of law enforcement assistance and storm water and septic to sewer. We all continued to work with Town staff on various grant ideas towards developing a list of the Town's needs. To further that end, we met via zoom the first Monday of May and June with JC (when he is available), Robert Clark, Myriam Jacques and other senior staff as appropriate, to review the progress of grants that have been applied for, discuss the Town's capital needs and possible future grants that that might become available.

I have updated the "Bills of Interest" list with final legislative actions on the bills. See Legislative Program below.

Legislation on Annexation: – Annexation of Property

Pembroke Park Legislative Program.

The 2022 Legislative Session Commission approved LBR priority list is below. Our House and Senate sponsors were Rep. Woodson and Sen. Jones, respectively.

- The following contains a list of Municipal Bills of Interest - Each bill has a brief description. The list is divided into four sections: A. Priority Legislation as established by vote of the Commission that was either supported or opposed. The bills in bold preceded by three asterisks passed; B. Legislation Affecting Municipalities that passed; C. the Town's Legislative Member Budget Requests; and, D. Other Legislation Affecting Municipalities that didn't pass. Immediately below I have added information on Special Session D, which was called to address the property and casualty insurance crisis.

Effective Date: except as otherwise provided
Last Action: 6/29/2022 - Chapter No. [2022-268](#)

SB 4-D: Building Safety

GENERAL BILL by [Boyd](#)

Building Safety; Providing that the entire roofing system or roof section of certain existing buildings or structures does not have to be repaired, replaced, or recovered in accordance with the Florida Building Code under certain circumstances; requiring condominium associations and cooperative associations to have milestone inspections performed on certain buildings at specified times; authorizing local enforcement agencies to prescribe timelines and penalties relating to milestone inspections; revising the types of records that constitute the official records of a condominium association; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date, etc.

Effective

Date: 5/26/2022

Last Action: 6/29/2022 - Chapter No. [2022-269](#)

2022 BILLS OF INTEREST AFFECTING LOCAL GOVERNMENT - Regular Session

A. Priority Legislation

*****SB 224: Regulation of Smoking in Public Places**

GENERAL BILL by [Gruters](#) ; (CO-INTRODUCERS) [Bradley](#)

Regulation of Smoking in Public Places; Authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; prohibiting smoking within the boundaries of a state park, etc.

Effective Date: 7/1/2022

Last Action: 3/2/2022 Senate - Laid on Table, refer to [CS/HB 105](#)

HOUSE COMPANION: H 105, by Reps Fine & Altman, Similar

Last Action: 6/28/2022 Approved by Gov. - Chapter No. 2022-213

SB 280: Local Ordinances

GENERAL BILL by [Hutson](#)

Local Ordinances; Authorizing courts to assess and award attorney fees and costs and damages in certain civil actions filed against local governments; requiring a board of county commissioners to prepare a business impact statement before the adoption of a proposed ordinance; requiring a governing body of a municipality to prepare a business impact statement before the adoption of a proposed ordinance, etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 House - Died in Messages

HOUSE COMPANION: H 403, by Rep. Giallombardo

Last Action: 3/14/2022 H Died on Second Reading Calendar

*****SB 620: Local Government**

GENERAL BILL by [Hutson](#)

Local Government; Authorizing certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions; authorizing businesses to recover costs and fees in a specified manner and if certain requirements are met; requiring courts to consider certain factors and follow specified guidance when assessing costs; specifying requirements for the courts in determining and awarding attorney fees; requiring attorneys and businesses to submit certain documentation relating to attorney fees, etc.

Effective Date: 7/1/2022

Last Action: 6/24/2022 - Vetoed by Governor

HOUSE COMPANION: H 569, by Rep. McClure, Identical
Last Action: 3/8/2022 H Laid on Table, refer to CS/SB 620

*****SB 962: Mixed-use Residential Development Projects for Affordable Housing**

GENERAL BILL by [Bradley](#)

Mixed-use Residential Development Projects for Affordable Housing; Authorizing counties and municipalities, respectively, to approve certain mixed-use residential development projects subject to certain conditions; providing that approval for an affordable housing development or a mixed-use residential development project is self-executing, etc.

Effective Date: Upon becoming a law

Last Action: 6/9/2022 - Approved by Gov. - Chapter No. [2022-176](#)

HOUSE COMPANION: H 981 by Rep. Payne, Similar
Last Action: 3/3/2022 House - Laid on Table, refer to [CS/CS/SB 962](#)

SB 974: Sovereign Immunity

GENERAL BILL by [Gruters](#)

Sovereign Immunity; Revising the statutory limits on liability for tort claims against the state and its agencies and subdivisions; revising requirements for the state or an agency or a subdivision of the state to agree to settle a claim or judgment; prohibiting an insurance policy from conditioning the payment of benefits on the enactment of a claim bill; requiring the Department of Financial Services to adjust the limitations on tort liability every year after a specified date, etc.

Comment: Increases the statutory limits from 200,000 per individual/300,000 per incident to \$1M per individual and no cap per incident.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: HB 985 by Beltran
Last Action: 3/14/2022 H Died on Second Reading Calendar

B. Other Bills – That Passed

*****SB 196: Florida Housing Finance Corporation**

GENERAL BILL by [Rodriguez](#)

Florida Housing Finance Corporation; Designating the corporation, rather than the State Board of Administration, as the state fiscal agency to make determinations in connection with specified bonds; authorizing the corporation's board of directors, rather than the State Board of Administration, to delegate to its executive director the authority and power to perform that function; requiring the

executive director to annually report specified information to the board of directors, rather than the State Board of Administration, etc.

Effective Date: 7/1/2022

Last Action: 6/21/2022 - Approved by Gov. - Chapter No. 2022-194

HOUSE COMPANION: H 137, by Rep. Roth, Similar
Last Action: 3/8/2022 H Laid on Table, refer to CS/SB 196

SB 266: Service as a Law Enforcement Officer

GENERAL BILL by [Diaz](#)

Service as a Law Enforcement Officer; Revising the definition of the term “law enforcement officer” to specify that the time spent on certain activities is part of service as an officer, etc.

After substantial amendment by Sen. Criminal Justice:

*****CS/SB 266: Motor Vehicle Insurance**

Motor Vehicle Insurance; Requiring agencies that employ law enforcement officers to maintain motor vehicle insurance under certain circumstances; providing exceptions; providing liability limitations; providing methods in which the employing agency may meet the liability insurance requirements, etc.

Effective Date: 7/1/2022

Last Action: 5/6/2022 - Approved by Gov. - Chapter No. 2022-91

HOUSE COMPANION: H 139, CS by Gov Ops, Identical
Last Action: 3/7/2022 H Laid on Table, refer to CS/SB 266

*****SB 524: Elections**

GENERAL BILL by [Hutson](#)

Elections; Removing the limitation on the amount of aggregate fines that may be assessed in a calendar year against a third-party voter registration organization for specified violations; revising the candidate oath to require a candidate to subscribe to an oath or affirmation regarding outstanding fines, fees, or penalties owed for certain ethics or campaign finance violations; prohibiting the use of ranked-choice voting to determine election or nomination to elective office; voiding existing or future local ordinances authorizing the use of ranked-choice voting; authorizing the supervisor of elections to designate up to two additional early voting sites per election in areas of a county that do not have otherwise eligible locations, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

Last Action: 4/26/2022 - Approved by Gov. - Chapter No. 2022-73

HOUSE COMPANION: H 7061 by Rep Perez, Similar
Last Action: 3/8/2022 H Laid on Table, refer to CS/CS/SB 524

*****SB 754: Mobile Home Registration Periods**

GENERAL BILL by [Gainer](#)

Mobile Home Registration Periods; Revising the registration and registration renewal periods for a mobile home owned by a natural person, etc.

Effective Date: 7/1/2022

Last Action: 5/19/2022 - Approved by Gov. - Chapter No. [2022-123](#)

HOUSE COMPANION: H 223, by Rep. Maney, Identical
Last Action: 3/4/2022 H Laid on Table, refer to CS/SB 754

*****SB 1046: Public Records/Law Enforcement Geolocation Information**

PUBLIC RECORDS/GENERAL BILL by Sen. Hooper

Public Records/Law Enforcement Geolocation Information; Defining the term “law enforcement geolocation information”; providing an exemption from public records requirements for law enforcement geolocation information held by a law enforcement agency; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc.

Effective Date: 7/1/2022

Last Action: 5/12/2022 - Approved by Gov. - Chapter No. [2022-107](#)

HOUSE COMPANION: H 773, by Rep. Willhite, Identical
Last Action: 3/4/2022 H Laid on Table, refer to CS/SB 1046

*****SB 1194: Local Tax Referenda Requirements**

GENERAL BILL by [Boyd](#)

Local Tax Referenda Requirements; Requiring referenda elections related to tourist development taxes, tourist impact taxes, and children’s services and independent special district property taxes to be held on the day of a general election; requiring referenda elections related to increases in county and municipal ad valorem tax millages to be held on the day of a general election; requiring referenda elections related to local option fuel taxes to be held on the day of a general election, etc.

Effective

Date: 7/1/2022

Last Action: 3/2/2022 Senate - Laid on Table, refer to [CS/CS/HB 777](#)

HOUSE COMPANION: H 777, by Rep. Robinson, Identical
Last Action: 6/28/2022 - Approved by Gov. - Chapter No. 2022-214

*****SB 1380: Real Property Rights**

GENERAL BILL by [Rodriguez](#)

Real Property Rights; Revising rights that are not affected or extinguished by marketable record titles; revising the types of interests extinguished by marketable record titles; authorizing owners or operators of private property used for motor vehicle parking to establish rules, rates, and fines governing private persons parking on the property; prohibiting counties and municipalities from enacting any ordinance or regulation attempting to restrict or prohibit the owner or operator from adopting such rules, rates, or fines, etc.

Effective Date: Upon becoming a law

Last Action: 6/8/2022 - Approved by Gov. - Chapter No. [2022-171](#)

House Companion: H 219 by Rep. Tuck, Similar
Last Action: 3/3/2022 H Laid on Table, refer to CS/SB 1380

*****CS/CS/SB 1664: Residential Picketing**

GENERAL BILL by Rules ; Judiciary ; [Perry](#) ; (CO-INTRODUCERS) [Boyd](#)

Residential Picketing; Prohibiting a person from picketing or protesting before or about the dwelling of a person with specified intent; providing criminal penalties; requiring a specified warning before arresting a person for a certain violation, etc.

Effective Date: 10/1/2022

Last Action: 3/4/2022 Senate - Laid on Table, refer to [CS/HB 1571](#)

House Companion: H 1571 by Rep. Maggard, Similar

Last Action: 5/17/2022 - Approved by Gov. - Chapter No. 2022-118

*****CS/SB 1764: Municipal Solid Waste-to-Energy Program**

GENERAL BILL by Appropriations ; [Albritton](#)

Municipal Solid Waste-to-Energy Program; Creating the Municipal Solid Waste-to-Energy Program within the Department of Agriculture and Consumer Services for a specified purpose; requiring the department, subject to appropriation, to provide annual financial assistance grants to municipal solid waste-to-energy facilities that meet certain requirements; requiring the department to establish a process to verify the amount of certain electric power purchases; directing the Public Service Commission to provide assistance in verifying grant eligibility, etc.

Effective Date: 7/1/2022

Last Action: 6/21/2022 - Approved by Gov. - Chapter No. [2022-199](#)

House Companion: H 1419 by Rep. Mariano, Similar

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

*****CS/SB 1954: Code and Traffic Enforcement**

GENERAL BILL by Transportation ; [Wright](#)

Code and Traffic Enforcement; Authorizing a sheriff or chief administrative officer of a county or municipality to designate a special event zone under certain circumstances on a roadway, street, or highway; authorizing a law enforcement officer to impound the motor vehicle of a person who commits a noncriminal traffic infraction or a criminal traffic violation in a special event zone; revising the types of soundmaking devices or instruments subject to the prohibition against operating or amplifying sound from within a motor vehicle in a certain manner; prohibiting such operation or amplification in areas adjoining private residences, etc.

Effective Date: 7/1/2022

Last Action: 3/4/2022 Senate - Laid on Table, refer to [CS/HB 1435](#)

House Companion: H 1435 by Rep Leek, Similar

Last Action: 6/1/2022 - Approved by Gov. - Chapter No. 2022-149

*****SB 2500: Appropriations**

GENERAL BILL by Appropriations

Appropriations; Providing moneys for the annual period beginning July 1, 2022, and ending June 30, 2023, and supplemental appropriations for the period ending June 30, 2022, to pay salaries, and other expenses, capital outlay - buildings, and other

improvements, and for other specified purposes of the various agencies of state government, etc. APPROPRIATION: \$108,596,897,427

Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2022, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2022, then it shall operate retroactively to July 1, 2022

Last Action: 2/17/2022 Senate - Laid on Table, refer to [HB 5001](#)

House Companion: H 5001 by Rep Trumbull, Similar

Last Action: 6/3/2022 - Approved by Gov.* - Chapter No. [2022-156](#)

- Although the Budget bill was approved by the Governor, he exercised his line item veto authority on many items many of which were MBRs, including Pembroke Park item.

C. APPROPRIATIONS – MEMBER BUDGET REQUESTS:

HB 3449/SenAp#1375 - Septic to Sewer -- referred to the Appropriations Subcommittee on Agriculture, Environment and General Government - \$2,500,000 – did not get the required House Appropriations subcommittee hearing and was not included in the budget

HB 3451/SenAp#1376 – Bicycle/Pedestrian Infrastructure -- referred to the Appropriations Subcommittee on Transportation, Tourism, and Economic Development - \$195,000 – Although this item made it into the budget – thanks to Rep Woodson and Sen Jones for their help in doing this – as referred to above the Governor vetoed this item along with numerous other Member Budget Requests.

HB 3453/SenAp#1377 - Law Enforcement Radio Mgmt System -- referred to Appropriations Subcommittee on Criminal and Civil Justice - \$212,937 – this bill was heard in a House subcommittee and was therefore *eligible* to be in the budget, but not guaranteed to be in the House Budget and unfortunately, it did not make it into either the House or Senate budgets – despite an all-out effort by the lobby team to press Sen Jones and Rep Woodson to keeping fighting for it – which they did.

D. Other Legislation Affecting Municipalities - That Did Not Pass

SJR 152: Supermajority Vote for Legislative Preemption

JOINT RESOLUTION by [Farmer](#)

Supermajority Vote for Legislative Preemption; Proposing amendments to the State Constitution to require a supermajority vote of each house to approve a general law preempting a subject of legislation to the state, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: None was filed.

SB 154: Tax Exemption

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Ausley](#)

Tax Exemption; Revising the value of property subject to an ad valorem tax exemption; raising from \$500 to \$5,000 the property tax exemption for widows, widowers, blind persons and persons with total and permanent disabilities.

Effective Date: 1/1/2023

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 13, by Reps Gottlieb and Morales, Similar
3/14/2022 House - Died in Ways & Means Committee

SB 228: Resiliency Energy Environment Florida Programs

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Burgess](#) ; [Hutson](#)

Resiliency Energy Environment Florida Programs; Providing that a property owner may apply to a Resiliency Energy Environment Florida (REEF) program for funding to finance a qualifying improvement and may enter into an assessment financing agreement with a local government; authorizing local governments to enter into agreements with program administrators to administer REEF programs; specifying underwriting, financing estimate, disclosure, and confirmation requirements for program administrators relating to residential real property, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died on Calendar

HOUSE COMPANION: H 101, by Rep. Fine, Similar
Last Action: 3/14/2022 H Died in Commerce Committee

SB 316: Preemption of Tree Pruning, Trimming, and Removal

GENERAL BILL by [Stewart](#)

Preemption of Tree Pruning, Trimming, and Removal; Repealing a provision relating to tree pruning, trimming, or removal on residential property, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 6025, by Rep. Eskamani, Identical
3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 320: Preemption of Recyclable and Polystyrene Materials

GENERAL BILL by [Stewart](#) ; (CO-INTRODUCERS) [Polsky](#)

Preemption of Recyclable and Polystyrene Materials; Removing the preemption of local laws regarding the regulation of auxiliary containers, wrappings, or disposable plastic bags; removing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

HOUSE COMPANION: H 6063, by Rep. Gieco, Identical
Last Action: 3/14/2022 H Died in Regulatory Reform Subcommittee

SB 362: Ad Valorem Tax Exemption for Nonprofit Homes for the Aged

GENERAL BILL by [Rodriguez](#)

Ad Valorem Tax Exemption for Nonprofit Homes for the Aged; Revising ownership entities for nonprofit homes qualifying for an exemption from ad valorem taxation to include certain limited partnerships, etc.

Effective Date: 1/1/2023

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 401, by Rep. Smith, Similar
Last Action: 3/14/2022 S Died in Appropriations

SB 510: Financial Disclosures for Elected Local Officers

GENERAL BILL by [Brodeur](#)

Financial Disclosures for Elected Local Officers; Requiring specified local officers to file a full and public disclosure of financial interests; revising the definition of the term "local officer", etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 House - Died in Messages

HOUSE COMPANION: H 301, by Rep. Roach, Similar
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 512: Vacation Rentals

GENERAL BILL by [Burgess](#)

Vacation Rentals; Requiring advertising platforms to collect and remit taxes for certain transactions; revising the regulated activities of public lodging establishments and public food service establishments preempted to the state to include licensing; expanding the authority of local laws, ordinances, or regulations to include requiring vacation rentals to register with local vacation rental registration programs; authorizing local governments to adopt vacation rental registration programs and impose fines for failure to register; requiring advertising platforms to require that persons placing advertisements for vacation rentals include certain information in the advertisements and attest to certain information, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 325, by Rep. Fischer, Similar
Last Action: 3/14/2022 H Died in Ways & Means Committee

SB 788: Florida Hometown Hero Housing Program

GENERAL BILL by [Hooper](#)

Florida Hometown Hero Housing Program; Creating the Florida Hometown Hero Housing Program; providing the purpose of the program; specifying requirements for loans under the program; authorizing the Florida Housing Finance Corporation to underwrite and make such loans to specified borrowers; specifying ineligible employees, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: None were filed.

SB 800: Economic Development

GENERAL BILL by [Albritton](#)

Economic Development; Authorizing municipalities to exempt by ordinance the public service tax that specified users would pay on electrical energy purchases; providing an exemption from the state tax on sales, use, and other transactions for building materials used in the rehabilitation of real property in an opportunity zone; revising the qualification criteria and tax credit amounts for new and existing businesses under the Rural Job Tax Credit Program; establishing a rural opportunity tax refund program for qualified target industry businesses in rural areas, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 685, by Rep. Drake, Compare
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 886: Municipal Water and Sewer Utility Rates

GENERAL BILL by [Jones](#)

Municipal Water and Sewer Utility Rates; Requiring a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 515, Rep. Robinson, Identical
Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 908: Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles

GENERAL BILL by [Brandes](#)

Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles; Imposing specified additional annual flat fees on electric vehicles; imposing a license tax and an additional annual flat fee on plug-in hybrid electric vehicles; authorizing persons and entities to biennially renew vehicle registrations for electric vehicles and plug-in hybrid electric vehicles; providing for the distribution of proceeds from the additional fees, etc.

Effective Date: July 1, 2022, but only if SB 918 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Last Action: 3/14/2022 Senate - Died in Transportation

HOUSE COMPANION: No House companion was filed.

SB 1022: Preemption of the Regulation of Tobacco and Nicotine Products

GENERAL BILL by Sen. Ausley

Preemption of the Regulation of Tobacco and Nicotine Products; Repealing provisions relating to preemption of the regulation of tobacco and nicotine products, respectively, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

HOUSE COMPANION: H 6081, by Rep. Hunschofsky, Identical
Last Action: 3/14/2022 H Died in Regulatory Reform Subcommittee

SB 1030: Impact Fee Credits

GENERAL BILL by Sen. Taddeo

Impact Fee Credits; Revising the area within which impact fee credits are assignable or transferable, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 681, by Rep Rodriguez, Identical
Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1056: Rental of Homestead Property

GENERAL BILL by [Hutson](#)

Rental of Homestead Property; Revising criteria under which the rental of homestead property is not considered abandonment for tax exemption purposes; subjecting property to the payment of interest under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 1345 by Rep McFarland
Last Action: 3/14/2022 H Died in Ways & Means Committee

SB 1124: Preemption of Local Government Wage Mandates

GENERAL BILL by [Gruters](#)

Preemption of Local Government Wage Mandates; Creating the "Wage Mandate Preemption Act"; revising prohibitions relating to political subdivisions enacting, maintaining, or enforcing wage mandates in an amount greater than the state minimum wage rate, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Commerce and Tourism

HOUSE COMPANION: H 943 by Rep. Harding, Identical
Last Action: 3/14/2022 H Died in State Affairs Committee

SB 1142: Local Districting

GENERAL BILL by [Hutson](#)

Local Districting; Prohibiting the drawing of county districts to favor or disfavor an incumbent county commissioner; prohibiting the consideration of the addresses of certain persons during the district-drawing process; requiring municipalities to fix the boundaries of their districts in a certain manner; prohibiting the drawing of municipal districts to favor or disfavor an incumbent member of the municipality's governing body; prohibiting the drawing of member residence areas of district school boards to favor or disfavor an incumbent district school board member, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Ethics and Elections

HOUSE COMPANION: H 827, by Rep. Barnaby, Similar

Last Action: 3/14/2022 H Died in Public Integrity & Elections Committee

SB 1150: Tax Exemption for Affordable Housing

GENERAL BILL by Sen. Rodriguez

Tax Exemption for Affordable Housing; Authorizing counties and municipalities to adopt ordinances to grant ad valorem tax exemptions to certain property owners whose properties are used for the governmental or public purpose of providing affordable housing to certain persons or families; providing conditions for such exemptions; specifying procedures that apply to persons if property is transferred for other purposes; specifying that an exemption improperly granted by a property appraiser to a person will not be assessed a penalty or interest, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 495, by Rep. Rodriguez, Similar

Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1158: Home Kitchen Operations

GENERAL BILL by Sen. Jones

Home Kitchen Operations; Exempting home kitchen operations from food permitting requirements under certain circumstances; specifying requirements for the sale of home kitchen food products; preempting regulation of home kitchen operations to the state; authorizing the Department of Agriculture and Consumer Services to investigate complaints about a home kitchen operation, conduct inspections, and impose disciplinary actions, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 707, by Rep. Learned, Identical

Last Action: 3/14/2022 H Died in Agriculture & Natural Resources Appropriations Subcommittee

SB 1162: Infrastructure Project Funding

GENERAL BILL by Sen. Broxson

Infrastructure Project Funding; Prohibiting an administering agency from disbursing funds from any category of the General Appropriations Act for infrastructure projects under certain conditions; requiring a grantee to use the revenues for infrastructure projects for certain activities; prohibiting water management districts from appropriating or disbursing funds to grantees for water-related projects unless certain conditions are met; prohibiting certain entities from applying for water project grant funding, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

HOUSE COMPANION: HB 621, by Rep. Fine, Identical

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 1170: State Housing Assistance Programs

GENERAL BILL by Sen. Brandes

State Housing Assistance Programs; Removing powers of the Florida Housing Finance Corporation to develop and administer the State Apartment Incentive Loan Program; renaming the State Housing Initiatives Partnership Program as the State Housing Initiatives Partnership Block Grant Program; removing municipalities from eligibility under the program; providing that the corporation shall distribute moneys appropriated by the Legislature for the program, rather than distribute moneys in the Local Government Housing Trust Fund; revising eligible counties and distribution calculations under the State Housing Initiatives Partnership Block Grant Program, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 1553 by Rep. Plakon, Compare
Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1176: Citizen Review Boards

GENERAL BILL by [Bracy](#)

Citizen Review Boards; Requiring law enforcement agencies that employ law enforcement officers being investigated for use of force by a citizen review board to include a member of the citizen review board as part of the law enforcement agency's investigative team; requiring the board of county commissioners or other governing body of each county, by a specified date, to establish a citizen review board having the authority and ability to independently investigate law enforcement agencies within that county, etc.

Effective

Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

HOUSE COMPANION: No House companion bill was filed

SB 1196: Community Violence Task Force

GENERAL BILL by Sen. Jones

Community Violence Task Force; Creating the task force within the Department of Law Enforcement; requiring state agencies to provide assistance when requested; authorizing the task force to receive exempt or confidential and exempt information and specifying that the information maintains such status; providing for expiration of the task force, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Governmental Oversight and Accountability

House Companion: H 1093 by Rep. Hunschofsky, Similar
3/14/2022 House - Died in Criminal Justice & Public Safety Subcommittee

SB 1248: Local Government Land Development Actions

GENERAL BILL by Sen. Gruters

Local Government Land Development Actions; Specifying the authority of a county or municipality, respectively, to make additional comments on an application for approval of a development permit or development order; requiring local governments to adopt residential infill development standards by a specified date; specifying guidelines local governments must use in developing residential infill development standards; prohibiting a local government from approving applications with many deficiencies; requiring local governments to amend their development regulations and comprehensive plans to

incorporate residential infill developments as a zoning classification and incorporate them as an appropriate land use classification, etc. 3/14/2022 House - Died in Criminal Justice & Public Safety Subcommittee

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 739, by Rep. Borrero, Similar
Last Action: 3/14/2022 H Died in Commerce Committee

SB 1252: Traffic Offenses

GENERAL BILL by Sen. Baxley

Traffic Offenses; Creating the "Vulnerable Road User Act"; providing criminal penalties for a person who commits a moving violation that causes serious bodily injury to, or the death of, a vulnerable road user; requiring the person who commits the moving violation to pay a specified fine, serve a minimum period of house arrest, and attend a driver improvement course; requiring the court to revoke the person's driver license for a minimum specified period; defining the term "vulnerable road user", etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 Senate - Died in Transportation

HOUSE COMPANION: H 743, by Rep. McClain, Similar
Last Action: 3/14/2022 H Died in Criminal Justice & Public Safety Subcommittee

SB 1264: Ad Valorem Taxation

GENERAL BILL by Sen. Brandes

Ad Valorem Taxation; Providing for the periodic increase in the ad valorem taxation exemption on a homestead property's assessed value that exceeds a specified amount, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1266 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 1503 by Rep. Fischer, Identical
3/14/2022 House - Died in Ways & Means Committee

SJR 1266: Homestead Property Exemption

JOINT RESOLUTION by [Brandes](#)

Homestead Property Exemption; Proposing amendments to the State Constitution to provide for the periodic increase of the twenty-five thousand dollar exemption on a homestead property's assessed value that is greater than fifty thousand dollars, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 923 by Rep. Fischer, Similar
Last Action: 3/14/2022 H Died in Ways & Means Committee

SJR 1278: Homestead Property Taxes/Persons Age 65 and Older

JOINT RESOLUTION by [Diaz](#)

Homestead Property Taxes/Persons Age 65 and Older; Proposing amendments to the State Constitution to authorize the Legislature, by general law, to prohibit increases in the assessed value of homestead property held by a low-income senior; to authorize the Legislature, by general law, to allow counties or municipalities to grant an exemption equal to the assessed value of homestead property held by a low-income senior; to provide for a homestead exemption equal to the assessed value of the property, if the just value of the property is less than a certain amount and legal or equitable title to the property is held by certain senior, low-income, long-term residents, to provide for annual adjustment of the just value threshold, and to provide an effective date, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 973 by Rep. Borrero, Similar

Last Action: 3/14/2022 House - Died in State Affairs Committee

SB 1280: Homestead Taxes for Persons Age 65 and Older

GENERAL BILL by Sen. Diaz

Homestead Taxes for Persons Age 65 and Older; Providing a homestead assessment limitation for certain persons who have attained age 65; requiring a property appraiser to serve a notice of intent to record a notice of tax lien against the property upon persons granted but not entitled to the limitation; revising the additional exemptions that may be granted by counties or municipalities to certain senior, low-income, long-term residents receiving a specified homestead exemption; providing for a homestead exemption equal to the assessed value of the property for certain property held by certain senior, low-income, long-term residents, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1278 or a joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 975 by Rep. Borrero, Similar

3/14/2022 House - Died in State Affairs Committee

SB 1296: Homeowners' Association Ombudsman

GENERAL BILL by [Burgess](#)

Homeowners' Association Ombudsman; Creating the Office of the Homeowners' Association Ombudsman within the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation; directing the Governor to appoint an ombudsman; requiring the ombudsman to be an attorney admitted to practice before the Florida Supreme Court; prohibiting the ombudsman and officers and full-time employees of the office from holding certain positions, engaging in certain activities, or receiving certain remuneration; providing for the administration of an election monitoring process, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

House Companion: H 1033 by Rep. Beltran

Last Action: 3/14/2022 H Died in Civil Justice & Property Rights Subcommittee

SB 1554: Municipal Incorporation

GENERAL BILL by [Diaz](#)

Municipal Incorporation; Requiring that a charter for incorporation of a municipality be approved in a specified nonbinding referendum before the contemplated special act or proposed bill is introduced in the Legislature; requiring that the certified results of the referendum be attached to the bill when introduced; revising the date when a required feasibility study of a proposed municipal incorporation must be completed and submitted to the Legislature, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 1035 by Rep. Williamson, Similar
Last Action: 3/14/2022 H Died in Public Integrity & Elections Committee

CS/CS/SB 1702: Building Safety

GENERAL BILL by Rules ; Regulated Industries ; [Bradley](#) ; (CO-INTRODUCERS) [Rodriguez](#) ; [Garcia](#) ; [Cruz](#)

Building Safety; Defining the term “milestone inspection”; specifying that the purpose of a milestone inspection is not to determine compliance with the Florida Building Code or the firesafety code; requiring certain associations to periodically have a study conducted relating to required reserves after a specified date; requiring associations to provide for the maintenance, repair, and replacement of condominium property; authorizing boards to adopt a special assessment or borrow money for certain reasons without unit owner approval; revising certification and education requirements for directors of association boards, etc.

Effective Date: 7/1/2022

Last Action: 3/10/2022 Senate - Laid on Table, refer to [CS/HB 7069](#)

House Companion: H 7069 By Rep. Perez
Last Action: 3/14/2022 House - Died in returning Messages

CS/CS/SB 1728: Property Insurance

GENERAL BILL by Appropriations ; Banking and Insurance ; [Boyd](#) ; (CO-INTRODUCERS) [Perry](#)

Property Insurance; Deleting obsolete provisions related to eligibility thresholds for personal lines residential coverage with the Citizens Property Insurance Corporation; providing for a required limited annual rate increase for specified policies; providing that eligible surplus lines insurers may participate, in the same manner and on the same terms as an authorized insurer, in depopulation, take-out, or keep-out programs relating to policies removed from Citizens Property Insurance Corporation; revising a prohibition against the issuance of insurance policies containing certain deductible provisions; authorizing insurers to limit roof claim payments to the actual cash value under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 House - Died on Second Reading Calendar

House Companion: H 1307 by Rep. Gregory, Compare
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 1754: Local Government Communications Services

GENERAL BILL by [Torres](#)

Local Government Communications Services; Removing provisions which require counties and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions which

require municipalities and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions prohibiting property and use of two-way telecommunications services under specified circumstances from receiving certain tax exemptions; removing provisions prohibiting sales, rental, use, consumption, or storage for use of two-way telecommunications services under specified circumstances from receiving a certain tax exemption; removing provisions that identify procedures which must be followed by governmental entities before providing communications services, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

House Companion: H 6043 by Rep. Eskamani, Similar

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 1778: Urban High-Crime Area Job Tax Credit Program

GENERAL BILL by [Torres](#)

Urban High-Crime Area Job Tax Credit Program; Repealing a provision relating to the Urban High-Crime Area Job Tax Credit Program, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Commerce and Tourism

SB 1872: Impeding, Provoking, or Harassing Law Enforcement Officers

GENERAL BILL by [Bean](#)

Impeding, Provoking, or Harassing Law Enforcement Officers; Defining the term “law enforcement officer”; prohibiting persons from approaching a law enforcement officer, or remaining within a specified distance of such officer, with specified intent after receiving a warning not to approach; providing criminal penalties, etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

House Companion: H 11 by Rep. Rizo, Identical

Last Action: 3/14/2022 H Died in Criminal Justice & Public Safety Subcommittee

SB 1882: Use of Police Canines

GENERAL BILL by [Powell](#)

Use of Police Canines; Prohibiting police canines from being used to bite suspects during arrest or apprehension; requiring that law enforcement agencies that use police canines adopt specified policies; providing requirements for the use of police canines in apprehending suspects; requiring the Department of Law Enforcement to maintain specified data concerning the use of police canines and to make such data available in a format meeting specified requirements, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

House Companion: No HB was filed.

SB 1900: Preemption to the State

GENERAL BILL by [Torres](#)

Preemption to the State; Removing provisions which preempt counties, municipalities, and other local governmental entities from enacting or adopting any limitation or restriction involving certain contributions and expenditures, or establishing contribution limits different than those established in the Florida Election Code; removing provisions which require counties and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions which require municipalities and other entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 152 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 6113 by Rep. Eskamani, Similar

Last Action: 3/14/2022 House - Died in Local Administration & Veterans Affairs Subcommittee

SB 1944: Local Governmental Actions Against Public or Private Waste Entities

GENERAL BILL by [Baxley](#)

Local Governmental Actions Against Public or Private Waste Entities; Prohibiting counties and municipalities from seeking liquidated damages, administrative fees, or other similar charges against certain waste entities during certain declared emergencies; providing for the administration of such damages, fees, or other similar charges against certain waste entities during other times, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

House Companion: H 1241 by Rep. Hawkins, Similar

Last Action: 3/14/2022 H Died in State Affairs Committee

Important Meeting Dates:

Broward Legislative Delegation: No meetings scheduled at this time.

State Legislative: Special Session on Congressional Redistricting – April 19-22, 2022
Special Session on Property Insurance will be held sometime in May
2023 Legislative Session will be held in March, April and early May next year
Interim Committee meetings will not start until after November General Election.

<u>Fla League of Cities</u>	August 11 – 13, 2022	FLC Annual Conference – Diplomat Beach Resort, Hollywood
	September 16, 2022	Policy Committee Meetings, 10am-3pm
	October 7, 2022	Policy Committee Meetings, 10am-3pm
	Nov 30-Dec 2, 2022	FLC Legislative Policy Conference

Lobbyist team members reported:

Tidewater - Richard Coates:

Since the end of the regular Session, Mr. Richard Coates and his office continue to confer with me and other team members on our issues. He and I discussed the annexation issue as he is involved in gauging legislative attitudes on the issue from among the major party in Tallahassee. He is specifically engaged in looking out for any legislative initiatives that could be helpful (or harmful) to the Town – as he was during the last Session. In addition, I briefed him on the Town's progress toward establishing a Police Dept. on issues involving the current law enforcement situation. He is available to help if needed.

He continues to monitor any legislative or executive branch activities at the Capital that could be helpful or that might be harmful to the Town. Mr. Coates lists various meetings he had with legislators, including legislative leadership on behalf of the Town.

The Tidewater report includes a list of important upcoming legislative dates, a list of vetoed bills and a very well written summary overview of the recently passed budget signed by the Governor – see Tidewater Report attached for those details.

Because Tidewater is based in Tallahassee (as is Helmich Consulting also), that gives the Town permanent presence in the Capital city that is very important for gaining insight into the political atmosphere in the state, particularly among the state's Governor, Cabinet and legislative leadership.

The full Tidewater report for is attached.

Helmich Consulting - Bill Helmich:

Mr. Bill Helmich assisted me in reviewing and analyzing legislation affecting municipalities that passed especially the priority issues in the Town's legislative program. In Addition, we discuss the annexation issue and any related legislation, such as growth management proposals, that could either useful or harmful to the Town's interests.

During the off season, Mr. Helmich continues to maintain contact with high level Governor's staff members on our issues, especially the annexation issue and he monitors other Legislative and Executive branch activities at the Capital through his various staff contacts and maintains relationships with the House and Senate leadership teams on both sides of the aisle. We monitor and discuss state and local political developments that could impact the Town of Pembroke Park with particular attention to the impacts of legislative redistricting on the future political climate for the Town.

Mr. Helmich's report is attached.

CAS Government Services, LLC - Dale Milita/Connie Vanassche/Jim Spratt

Ms. Vanassche reports that on May 2nd, she hosted the monthly zoom call to discuss the status of the various grants that the town is or will be applying for with public works staff, Robert Clark and Myriam Jacques, also attending is grant specialist Dee Carper and Jeffery Louis, for Emergency Management issues. The various grants outstanding are listed in the May GAS report, attached.

The June grant status zoom meeting was held on the 6th and was attended by Ms. Vanassche (the host), Dee Carper, public works staff and myself. Some of the grants that are in process are: FEMA/HMGP: Town Hall Hardening; JP Lyons Stormwater; and, SW 25th St. Stormwater. Some other important project grant discussions: GeoSCADA Telemetry software and equipment for stormwater control (a Local Member Support Grant Program – a legislative budget request under a first time program funded in the FY 2022-23 Budget); Playground equipment replacements, cover and splash pad (discussing funding sources); SW 30th Ave. Septic to Sewer (updated cost estimates needed); and, FEDP Resilient Florida Grant Program (discussion). See May and June reports attached for complete list of the zoom meeting discussion topics.

The CAS reports includes a list of passed bills and their status with respect to the Governor's actions.

In addition, she continued working closely with me and Ms. Wood-Carper assisting town staff on potential grant applications. Both the May and June reports list various other activities by Ms. Vanassche during those months

As she usually does, she made herself available to provide information to the staff or the commission during the commission meetings in May and June.

The CAS Reports are attached

DC Strategies - Desinda Wood-Carper

Ms. Wood-Carper continues to research grant opportunities in areas of need identified by the Town's Commission or Senior Staff.

During May and June she attended the 1st Monday of the month grant status update zoom meeting and continues to work with Connie and me and with the Police Chief and other Town personnel on law enforcement grant opportunities

In addition, she was available to attend on line the Town workshops and commission meetings and answer questions from staff or the Mayor or commissioners regarding the various grant programs that we are looking into and to advise the senior staff on the details of how to effectuate these grant applications. Ms. Wood-Carper continues to provide me and other Team members with her invaluable insights into the Legislative process.

The DC Strategies written Report will be sent in separately.

CAS Governmental Services, LLC
Communication Advocacy Specialists

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035

Office: 561.924.7702 • Fax: 866.929.8006

To: Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuville, and
Commissioner William Hodgkins

From: Connie Vanassche, Jim Spratt and Dale Milita
Communication Advocacy Specialists (CAS) Governmental Services, LLC

Date: June 16, 2022

Copies To: Town Manager JC Jimenez
Town Clerk Marlen D. Martell
David K. Sigerson, Jr., Esq

RE: May 2022 Legislative Activities Report

Communication Advocacy Specialists Governmental Services, LLC (CASGS) appreciates the opportunity to represent the Town of Pembroke Park for lobby advocacy and grant administration services. We are pleased to provide you with the May 2022 activities:

- CASGS hosted the 1:30 p.m. May 2nd monthly Zoom call with Staff. Meeting attendees included Mr. Robert Clark, Ms. Myriam Jacques, Mrs. Dee Wood-Carper and Mrs. Connie Vanassche and Mr. Jeffery Louis was asked to join regarding EOC/Emergency Management. Discussions included:
 - Existing grants underway:
 - FEMA/HMGP projects, Town Hall Hardening grant: generator/air conditioning, EOC/Emergency Management/USDA/ARPA funding sources,
 - MPO Surtax projects - new criteria implemented; some projects previously submitted no longer eligible due to new regulations. Carolina Street increased capacity widen additional center lane with water quality components; JP Lyons Road congestion issues, one lane, drainage, sidewalks, curbing and landscaping, Preliminary design done for the bike and pedestrian improvements project (pending Budget Approval);
 - Stormwater Master Plan Update – DEO Technical Assistant grant applied
 - GeoSCADA Telemetry software and equipment needed for stormwater and wastewater equipment;
 - Playground equipment replacements, cover and splash pad projects, costs and potential grants and funding sources;
 - SW 30th Avenue Septic to Sewer cost estimate update needed.

- FDEP Resilient Florida Grant Program -- Vulnerability Assessments of critical assets, plans and policies that allow for the Town to prepare for threats from flooding. Critical Asset Vulnerability Assessment is a key component for the development of projects and other grants. Projects eligible include Citywide critical assets Vulnerability Assessment, Stormwater and Wastewater Master Plans Updates, GeoSCADA Telemetry Software and Equipment.
- HB53 from 2021 Session – 20-year plan of stormwater and wastewater reporting submittal to Broward County by June 30th using EDR worksheets; Broward County report due to EDR by July 31st. EDR report due to Legislators by Jan. 31, 2023. Future reporting repeats on a 5-year cycle. Reporting of major projects greater than 5% value of budget water quality, reduction of flooding, TMDLS/BMAPs associated, estimated useful life of major components, number served, current and project service area, GIS based inventory, gap analysis, areas funded and not funded needs, etc. Projects included in report may receive priority in grant applications and awards.
- Cost estimates for projects, CCNA, procurement policy, etc.
- CASGS monitored and participated in the May 11th Regular Commission and the May 25th Workshop meetings.
- CASGS attended a virtual meeting with Staff regarding the National Fitness Campaign presentation of their fitness equipment.
- CASGS coordinated with Ms. Wood-Carper regarding State/Federal grants and potential funding opportunities for Town projects throughout the month.
- CASGS assisted Ms. Wood-Carper with police department funding programs for personnel and equipment, i.e., body worn cameras and ammunition and auto external defibrillators.
- CASGS reached out to Representative Woodson's office on the Town's behalf based on discussions of the playground equipment and splash pad. The Town will submit the information to her office.
- CASGS coordinated with Staff throughout the reporting period.
- CASGS created and provided Staff with drafts of projects for consideration to submit to the Resilient Florida grant funding program: Citywide Critical Assets Vulnerability Assessment, Stormwater Master Plan Update Vulnerability Assessment, Wastewater Master Plan Update Vulnerability Assessment, Telemetry/SCADA Software and Equipment for Wastewater and Stormwater Infrastructure Vulnerability Assessment.

Legislative Update:

- On May 20th, CASGS provided the Commission and Staff with an interim Legislative update regarding the Legal Notices legislation, HB7049, that was signed by the Governor on May 10th. Briefly, local and municipal governments won't be required to post legal notices in local newspapers. Instead, notices can be published digitally on websites maintained by county governments. HB7049 allows local governments to continue to post notices in local papers if they choose but the bill changes the law to make clear that notices can be posted in papers that are distributed for free.

- Special Session D was scheduled for May 23rd to May 27th to address legislation related to property insurance, reinsurance, changes to the Florida Building Code to improve the affordability of property insurance, the Office of Insurance Regulation, civil remedies, and appropriations. On May 24th Special Session D agenda was expanded to address the 2021 Surfside condominium collapse.
- Legislation filed for Special Session D included the following:

HB 0001D	Property Insurance
HB 0003D	Roof Repair, Replacement, and Recovering Requirements
HB 0005D	Condominium and Cooperative Associations
HB 0011D	Insurance
HB 0013D	Studies Concerning Coverage for Personal Lines Residential Structures
HB 0015D	Homeowners' Insurance Policies
HB 0017D	Annual Conference for Property Insurers
HB 0019D	Building Code Requirements for Roof Repair
HB 0021D	Election of Commissioner of Insurance
SB 0002D	Property Insurance
SB 0004D	Roof Repair, Replacement, and Recovering Requirements
SB 0006D	Senate Secretary Debbie Brown
SB 0020D	Studies Concerning Coverage for Personal Lines Residential Structures

- Two bills passed Special Session D: 2D-Property Insurance and 4D-Building Safety. On May 26th, the legislation was presented and signed by the Governor.
- CASGS monitored the Legislative process throughout the month that included the bills presented to the Governor. The Governor was presented 101 bills during May. The Governor approved a total of 172 bills and there were 89 bills pending presentation to the Governor at the end of the reporting period. Attached is a list of bills presented to the Governor during the month of May.
- The 2022-2023 budget was not presented to the Governor during May. The Town's Bicycle and Pedestrian Infrastructure Improvements project included in the budget was still pending.
- 2023-2024 Legislative Session dates: regular session convenes March 7, 2023 for and May 5, 2023 is the last day of Regular Session. Committee Weeks have not been scheduled at the time of this report.

Thank you for the opportunity to be part of your legislative Team representing and advocating on the Town's behalf.

Respectfully Submitted,

Connie C. Vanassche
James R. Spratt
M. Dale Milita

Bills Presented to the Governor during May 2022

HB 0287	Tampering with or Fabricating Physical Evidence	5/3/2022	5/18/2022	5/3/2022	Approved
HB 0381	Breach of Bond Costs	5/3/2022	5/18/2022	5/3/2022	Approved
HB 0455	Rupert J Smith Law Library, St. Lucie County	5/3/2022	5/18/2022	5/3/2022	Approved
HB 0457	St. Lucie County	5/3/2022	5/18/2022	5/3/2022	Approved
HB 0497	Lee County School District, Lee County	5/3/2022	5/18/2022	5/3/2022	Approved
HB 0929	City of West Palm Beach, Palm Beach County	5/3/2022	5/18/2022	5/6/2022	Approved
HB 0993	Sebring Airport Authority, Highlands County	5/3/2022	5/18/2022	5/3/2022	Approved
HB 1107	City of Inverness, Citrus County	5/3/2022	5/18/2022	5/6/2022	Approved
HB 1135	Santa Rosa County	5/3/2022	5/18/2022	5/6/2022	Approved
HB 1445	OFSR/Dependent Eligibility Information/DMS	5/3/2022	5/18/2022	5/3/2022	Approved
HB 7009	OFSR/Health Information/Department of Corrections	5/3/2022	5/18/2022	5/3/2022	Approved
HB 7015	OFSR/Identity of a Witness to Murder	5/3/2022	5/18/2022	5/3/2022	Approved
HB 7053	Statewide Flooding and Sea Level Rise Resilience	5/3/2022	5/18/2022	5/3/2022	Approved
SB 0222	Swimming Pool Specialty Contracting Services	5/3/2022	5/18/2022	5/6/2022	Approved
SB 0266	Motor Vehicle Insurance	5/3/2022	5/18/2022	5/6/2022	Approved
SB 0434	Florida Tourism Marketing	5/3/2022	5/18/2022	5/6/2022	Approved
SB 0474	Recreational Off-highway Vehicles	5/3/2022	5/18/2022	5/6/2022	Approved
SB 0638	Early Childhood Music Education Incentive Pilot Program	5/3/2022	5/18/2022	5/6/2022	Approved
SB 1110	Grease Waste Removal and Disposal	5/3/2022	5/18/2022	5/6/2022	Approved
SB 1368	Trusts	5/3/2022	5/18/2022	5/6/2022	Approved
SB 0454	Florida Commission on Offender Review	5/5/2022	5/20/2022	5/12/2022	Approved
SB 0542	Evidentiary Standards for Actions Arising During an Emergency	5/5/2022	5/20/2022	5/10/2022	Approved
SB 0634	Judicial Notice	5/5/2022	5/20/2022	5/10/2022	Approved
SB 1012	Victims of Crimes	5/5/2022	5/20/2022	5/12/2022	Approved
SB 1046	Public Records/Law Enforcement Geolocation Information	5/5/2022	5/20/2022	5/12/2022	Approved
SB 1236	County and Municipal Detention Facilities	5/5/2022	5/20/2022	5/12/2022	Approved
SB 1502	Estates and Trusts	5/5/2022	5/20/2022	5/10/2022	Approved
SB 7016	OFSR/Information Submitted by Insurers/Department of Financial Services	5/5/2022	5/20/2022	5/12/2022	Approved
SB 7020	OFSR/Office of Financial Regulation	5/5/2022	5/20/2022	5/10/2022	Approved
HB 0031	Firefighter Inquiries and Investigations	5/5/2022	5/20/2022	5/12/2022	Approved
HB 0195	Juvenile Diversion Program Expunction	5/5/2022	5/20/2022	5/12/2022	Approved
HB 0197	Pub. Rec./Nonjudicial Arrest Record of a Minor	5/5/2022	5/20/2022	5/12/2022	Approved
HB 0265	Value of Motor Vehicles Exempt from Legal Process	5/5/2022	5/20/2022	5/20/2022	Vetoed
HB 0395	Victims of Communism Day	5/5/2022	5/20/2022	5/9/2022	Approved
HB 0453	Officer and Firefighter Physical Examination Requirements and Records	5/5/2022	5/20/2022	5/12/2022	Approved
HB 0873	Pub. Rec./Execution Information	5/5/2022	5/20/2022	5/12/2022	Approved
HB 7071	Taxation	5/5/2022	5/20/2022	5/6/2022	Approved
SB 0160	Transportation-related Facility Designations	5/9/2022	5/24/2022	5/9/2022	Approved
HB 0159	Pub. Rec./Lottery Winners	5/10/2022	5/25/2022	5/25/2022	Approved
HB 0273	Money Services Businesses	5/10/2022	5/25/2022	5/12/2022	Approved
HB 6037	Traveling Across County Lines to Commit a Burglary	5/10/2022	5/25/2022	5/12/2022	Approved

Bills Presented to the Governor during May 2022

HB 7049	Legal Notices	5/10/2022	5/25/2022	5/10/2022	Approved
SB 0856	Private Provider Inspections of Onsite Sewage Treatment and Disposal Systems	5/10/2022	5/25/2022	5/12/2022	Approved
HB 0471	Town of Lake Clarke Shores, Palm Beach County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 0927	Downtown Crystal River Entertainment District, Citrus County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1047	Cedar Hammock Fire Control District, Manatee County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1049	Trailer Estates Fire Control District, Manatee County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1097	Florida Citrus	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1189	Firefighters' Relief and Pension Fund of the City of Pensacola, Escambia County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1497	City of Jacksonville, Duval County	5/12/2022	5/27/2022	5/16/2022	Approved
HB 1571	Residential Picketing	5/12/2022	5/27/2022	5/16/2022	Approved
SB 0336	Uniform Commercial Code	5/18/2022	6/2/2022	5/18/2022	Approved
SB 0352	Construction Liens	5/18/2022	6/2/2022	5/18/2022	Approved
SB 0518	Private Property Rights to Prune, Trim, and Remove Trees	5/18/2022	6/2/2022	5/18/2022	Approved
SB 0706	School Concurrency	5/18/2022	6/2/2022	5/18/2022	Approved
SB 0754	Mobile Home Registration Periods	5/18/2022	6/2/2022	5/18/2022	Approved
SB 1140	Alarm Systems	5/18/2022	6/2/2022	5/18/2022	Approved
SB 1526	Public Records/Annuity Contract Payees	5/18/2022	6/2/2022	5/18/2022	Approved
HB 0095	Controlled Substances	5/18/2022	6/2/2022	5/19/2022	Approved
HB 0899	Mental Health of Students	5/18/2022	6/2/2022	5/18/2022	Approved
HB 0909	Pollution Control Standards and Liability	5/18/2022	6/2/2022	5/18/2022	Approved
HB 0915	Commercial Motor Vehicle Registration	5/18/2022	6/2/2022	5/18/2022	Approved
HB 1103	North River Ranch Improvement Stewardship District, Manatee County	5/18/2022	6/2/2022	5/18/2022	Approved
HB 1429	City of Ocala, Marion County	5/18/2022	6/2/2022	5/18/2022	Approved
HB 1591	Hernando County	5/18/2022	6/2/2022	5/18/2022	Approved
SB 0058	Relief of Yeilyn Quiroz Otero by Miami-Dade County	5/20/2022	6/4/2022	5/20/2022	Approved
SB 0070	Relief of Donna Catalano by the Department of Agriculture and Consumer Services	5/20/2022	6/4/2022	5/20/2022	Approved
SB 0074	Relief of Harry Augustin Shumow/Public Health Trust of Miami-Dade County, d/b/a Jackson Memorial Hospital	5/20/2022	6/4/2022	5/20/2022	Approved
SB 0080	Relief of Christeia Jones/Department of Highway Safety and Motor Vehicles	5/20/2022	6/4/2022	5/20/2022	Approved
SB 0546	Consumer Finance Loans	5/20/2022	6/4/2022	5/20/2022	Approved
SB 0838	Fire Investigators	5/20/2022	6/4/2022	5/20/2022	Approved
SB 1058	Property Insurer Reimbursements	5/20/2022	6/4/2022	5/20/2022	Approved
SB 7006	OGSR/Campus Emergency Response	5/20/2022	6/4/2022	5/20/2022	Approved
HB 0389	Money Services Businesses	5/20/2022	6/4/2022	5/25/2022	Approved
HB 0423	Building Regulation	5/20/2022	6/4/2022	5/25/2022	Approved
HB 0749	Fraud Prevention	5/20/2022	6/4/2022		
HB 0837	Hurricane Loss Mitigation Program	5/20/2022	6/4/2022	5/25/2022	Approved
HB 0959	Department of Financial Services	5/20/2022	6/4/2022	5/25/2022	Approved
HB 1023	Insolvent Insurers	5/20/2022	6/4/2022	5/25/2022	Approved

Bills Presented to the Governor during May 2022

HB 1433	Orange County	5/20/2022	6/4/2022	5/25/2022	Approved
HB 6513	Relief/Kareem Hawari/Osceola County School Board	5/20/2022	6/4/2022	5/25/2022	Approved
HB 7001	Implementation of the Constitutional Prohibition Against Lobbying by a Public Officer	5/20/2022	6/4/2022	5/25/2022	Approved
HB 7003	Implementation of the Constitutional Prohibition Against Lobbying by a Former Justice or Judge	5/20/2022	6/4/2022	5/25/2022	Approved
SB 0494	Fish and Wildlife Conservation Commission	5/25/2022	6/9/2022	5/26/2022	Approved
SB 0722	Education for Student Inmates	5/25/2022	6/9/2022	5/26/2022	Approved
SB 0758	Education	5/25/2022	6/9/2022	5/26/2022	Approved
SB 7026	OFSR/Dependent Eligibility Verification Services	5/25/2022	6/9/2022	5/26/2022	Approved
HB 0225	Charter School Charters	5/25/2022	6/9/2022	5/26/2022	Approved
HB 0513	Comprehensive Review Study of the Central and Southern Florida Project	5/25/2022	6/9/2022	5/26/2022	Approved
HB 0689	Workers' Compensation Benefits for Posttraumatic Stress Disorder	5/25/2022	6/9/2022	5/26/2022	Approved
HB 1421	School Safety	5/25/2022	6/9/2022		
HB 1435	Code and Traffic Enforcement	5/25/2022	6/9/2022	5/26/2022	Approved
HB 0905	Protective Injunctions	5/26/2022	6/10/2022		
HB 0615	Human Trafficking	5/26/2022	6/10/2022		
SB 0444	Indecent, Lewd, or Lascivious Touching	5/26/2022	6/10/2022		
SB 0692	Sexual Offenses Definitions	5/26/2022	6/10/2022		
SB 0752	Probationary or Supervision Services for Misdemeanor Offenders	5/26/2022	6/10/2022		
SB 0968	Individual Retirement Accounts	5/26/2022	6/10/2022		
SB 1244	Statutes of Limitation for Offenses Relating to Sexual Performance by a Child	5/26/2022	6/10/2022		
SB 1380	Real Property Rights	5/26/2022	6/10/2022		
SB 7024	OFSR/Alleged Victim or Victim of Sexual Harassment	5/26/2022	6/10/2022		
SB 0002D	Property Insurance	5/26/2022	6/10/2022	5/26/2022	Approved
SB 0004D	Building Safety	5/26/2022	6/10/2022	5/26/2022	Approved

CAS Governmental Services, LLC
Communication Advocacy Specialists

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035

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To: Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuveille, and
Commissioner William Hodgkins

From: Connie Vanassche, Jim Spratt and Dale Milita
Communication Advocacy Specialists (CAS) Governmental Services, LLC

Date: July 14, 2022

Copies To: Town Manager JC Jimenez
Town Clerk Marlen D. Martell
David K. Sigerson, Jr., Esq

RE: June 2022 Legislative Activities Report

Communication Advocacy Specialists Governmental Services, LLC (CASGS) appreciates the opportunity to represent the Town of Pembroke Park for lobby advocacy and grant coordination services. We are pleased to provide you with the June 2022 activities:

- CASGS hosted the monthly Zoom call on June 6th with Staff. Discussions included updates of the existing grants underway:
 - FEMA/HMGP 3 projects: Town Hall Hardening -- generator/air conditioning, JP Lyons Stormwater and SW 25th Street Stormwater projects.
 - EOC/Emergency Management/USDA/ARPA funding sources
 - MPO Surtax projects – It was revealed that the MPO implemented new criteria. Some projects previously submitted are no longer eligible due to the new regulations. It was shared a new project was submitted to the MPO meeting the new criteria: Carolina Street increased capacity widen with an additional center lane with water quality components; JP Lyons Road congestion issues, one-way lane, drainage, sidewalks, curbing and landscaping. Preliminary design is done for the bike and pedestrian improvements project.
- GeoSCADA Telemetry software and equipment needed for stormwater and wastewater equipment;
- Playground equipment replacements, cover and splash pad projects. Costs and scope of work needed. Discussions included potential funding sources;
- SW 30th Avenue Septic to Sewer updated cost estimates are needed.
- FDEP Resilient Florida Grant Program was discussed. Vulnerability Assessments of critical assets, plans and policies that allow for the Town to prepare for threats

from flooding. Critical Asset Vulnerability Assessment is a key component for the development of projects and other grants. Projects eligible included Citywide critical assets Vulnerability Assessment, Stormwater and Wastewater Master Plans Updates, GeoSCADA Telemetry Software and Equipment.

- HB53 Compliance (from 2021 Session) – 20-year plan of the Town's stormwater and wastewater report to be submitted to Broward County by June 30th using EDR worksheets; Broward County report due to EDR by July 31st. EDR report due to Legislators by Jan. 31, 2023. Future reporting repeats on a 5-year cycle. Reporting of major projects greater than 5% value of budget water quality, reduction of flooding, TMDLS/BMAPs associated, estimated useful life of major components, number served, current and project service area, GIS based inventory, gap analysis, areas funded and not funded needs, etc. Projects included in report may receive priority consideration in grant applications and awards.
- Cost estimates for projects, CCNA and procurement policy was discussed.
- CASGS monitored and participated in the June Regular Commission and the June 22 Workshop meeting.
- CASGS attended a virtual meeting with Staff regarding the National Fitness Campaign presentation regarding fitness equipment.
- CASGS coordinated with Ms. Wood-Carper regarding State/Federal grants and potential funding opportunities for Town projects throughout the month.
- CASGS assisted Ms. Wood-Carper with police department funding programs for personnel and equipment, i.e., body worn cameras and ammunition and auto external defibrillators.
- CASGS reached out to Representative Woodson's office on the Town's behalf based on discussions of the playground equipment and splash pad. CASGS coordinated with Staff and the Town is submitting the information to Representative Woodson.
- CASGS coordinated with Staff throughout the reporting period.
- CASGS created and provided Staff with drafts of projects for consideration to submit to the Resilient Florida grant funding program. Grant application were completed and submitted for Citywide Critical Assets Vulnerability Assessment, Stormwater Master Plan Update Vulnerability Assessment, Wastewater Master Plan Update Vulnerability Assessment, Telemetry/SCADA Software and Equipment for Wastewater and Stormwater Infrastructure Vulnerability Assessment.

Legislative Update:

- On June 2nd, CASGS shared that the 2022-2023 State budget was presented to the Governor. A copy of the Governor's Freedom for First Budget Highlights was included in the email along with veto information. Unfortunately, the Town's Bicycle and Pedestrian Infrastructure Improvements project was included in the line-item veto list. The Laws of Florida; Chapter No. 2022-156 is the version of the FY 2022-23 General Appropriations Act that will be incorporated into Florida Statute.
- CASGS monitored the Legislative process throughout the month which included bills presented to the Governor. The Governor approved a total of 91 bills and 7 bills were

vetoed, which included Senate Bill 620-Local Business Protection Act. Below is a list of bills presented to the Governor during the month of June.

SB 2510	Florida Gaming Control Commission	6/2/2022	6/17/2022	6/8/2022	Approved
SB 2512	Aircraft	6/2/2022	6/17/2022	6/2/2022	Vetoed
SB 2514	Electronic Filing of Taxes	6/2/2022	6/17/2022	6/2/2022	Approved
SB 2516	Office of the Judges of Compensation Claims	6/2/2022	6/17/2022	6/2/2022	Approved
SB 2518	Information Technology	6/2/2022	6/17/2022	6/2/2022	Approved
SB 2524	Education	6/2/2022	6/17/2022	6/2/2022	Approved
SB 2526	Health	6/2/2022	6/17/2022	6/2/2022	Line Item Veto
SB 2530	Motor Vehicle Title Fees	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5001	General Appropriations Act	6/2/2022	6/17/2022	6/2/2022	Line Item Veto
HB 5003	Implementing the 2022-2023 General Appropriations Act	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5005	Collective Bargaining	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5007	State-administered Retirement Systems	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5009	State Group Insurance Program	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5011	Inflation Fund	6/2/2022	6/17/2022	6/2/2022	Vetoed
HB 5013	Trust Fund/Opioid Settlement Clearing Trust Fund/DFS	6/2/2022	6/17/2022	6/2/2022	Approved
HB 5301	Capitol Complex	6/2/2022	6/17/2022	6/2/2022	Approved
HB 7027	The Judicial Branch	6/2/2022	6/17/2022	6/2/2022	Approved
SB 0430	Interstate Compact on Educational Opportunity for Military Children	6/3/2022	6/18/2022	6/9/2022	Approved
SB 0438	United States Space Force	6/3/2022	6/18/2022	6/9/2022	Approved
SB 0514	Substitution of Work Experience for Postsecondary Educational Requirements	6/3/2022	6/18/2022	6/9/2022	Approved
SB 0562	Military Occupational Licensure	6/3/2022	6/18/2022	6/9/2022	Approved
SB 0896	Educator Certification Pathways for Veterans	6/3/2022	6/18/2022	6/9/2022	Approved
SB 0914	Department of Highway Safety and Motor Vehicles	6/3/2022	6/18/2022	6/8/2022	Approved
SB 0962	Residential Development Projects for Affordable Housing	6/3/2022	6/18/2022	6/8/2022	Approved
SB 1038	Florida Seaport Transportation and Economic Development Council	6/3/2022	6/18/2022	6/8/2022	Approved
SB 1534	Retail Theft	6/3/2022	6/18/2022	6/17/2022	Approved
SB 1680	Financial Institutions	6/3/2022	6/18/2022	6/8/2022	Approved
HB 0045	Educational Opportunities for Disabled Veterans	6/6/2022	6/21/2022	6/9/2022	Approved
HB 0399	Motor Vehicle and Vessel Law Enforcement	6/6/2022	6/21/2022	6/8/2022	Approved
HB 7029	Time Limitations for Preadjudicatory Juvenile Detention Care	6/6/2022	6/21/2022	6/8/2022	Approved
HB 1431	City of Apopka, Orange County	6/7/2022	6/22/2022	6/20/2022	Approved
HB 1493	Alachua County	6/7/2022	6/22/2022	6/20/2022	Approved
SB 0364	Specialty License Plates	6/8/2022	6/23/2022	6/15/2022	Approved
SB 1000	Nutrient Application Rates	6/8/2022	6/23/2022	6/8/2022	Approved
SB 1062	Service of Process	6/8/2022	6/23/2022	6/15/2022	Approved

SB 1078	Soil and Water Conservation Districts	6/8/2022	6/23/2022	6/15/2022	Approved
SB 1614	Public Records/Motor Vehicle Crashes/Traffic Citations	6/8/2022	6/23/2022	6/20/2022	Approved
SB 0196	Florida Housing Finance Corporation	6/9/2022	6/24/2022	6/20/2022	Approved
SB 0226	Care for Retired Police Dogs	6/9/2022	6/24/2022	6/10/2022	Approved
SB 0596	Criminal Conflict and Civil Regional Counsels	6/9/2022	6/24/2022	6/20/2022	Approved
SB 0598	Public Records/Criminal Conflict and Civil Regional Counsel Office	6/9/2022	6/24/2022	6/20/2022	Approved
SB 0606	Boating Safety	6/9/2022	6/24/2022	6/20/2022	Approved
SB 1764	Municipal Solid Waste-to-Energy Program	6/9/2022	6/24/2022	6/20/2022	Approved
HB 0357	Pharmacies and Pharmacy Benefit Managers	6/9/2022	6/24/2022	6/20/2022	Approved
HB 0397	Court Fiscal Administration	6/9/2022	6/24/2022	6/20/2022	Approved
HB 0967	Golf Course Best Management Practices Certification	6/9/2022	6/24/2022	6/20/2022	Approved
HB 1475	Cleanup of Perfluoroalkyl and Polyfluoroalkyl Substances	6/9/2022	6/24/2022	6/20/2022	Approved
HB 1499	City of Key West, Monroe County	6/16/2022	7/1/2022	6/24/2022	Approved
HB 1581	Jackson County Sheriff's Office	6/16/2022	7/1/2022	6/24/2022	Approved
HB 7055	Cybersecurity	6/16/2022	7/1/2022	6/24/2022	Approved
HB 7057	Pub. Rec. and Meetings/Cybersecurity	6/16/2022	7/1/2022	6/24/2022	Approved
SB 0144	Identification Cards	6/17/2022	7/2/2022	6/24/2022	Approved
SB 0156	Loss Run Statements	6/17/2022	7/2/2022	6/24/2022	Approved
SB 0254	Religious Institutions	6/17/2022	7/2/2022	6/24/2022	Approved
SB 0288	Electronic Dissemination of Commercial Recordings and Audiovisual Works	6/17/2022	7/2/2022	6/24/2022	Approved
SB 0406	Secured Transactions	6/17/2022	7/2/2022	6/24/2022	Vetoed
SB 0620	Local Business Protection Act	6/17/2022	7/2/2022	6/24/2022	Vetoed
SB 0806	Alzheimer's Disease and Related Forms of Dementia Education and Public Awareness	6/17/2022	7/2/2022	6/23/2022	Approved
SB 0898	Lodging Standards	6/17/2022	7/2/2022	6/27/2022	Approved
SB 1190	Two-way Radio Communication Enhancement Systems	6/17/2022	7/2/2022	6/24/2022	Approved
SB 1260	Independent Hospital Districts	6/17/2022	7/2/2022	6/24/2022	Vetoed
SB 1304	Public Records/Trust Proceedings	6/17/2022	7/2/2022	6/24/2022	Approved
SB 1382	Tax Administration	6/17/2022	7/2/2022	6/24/2022	Vetoed
SB 1796	Dissolution of Marriage	6/17/2022	7/2/2022	6/24/2022	Vetoed
SB 1798	Sexually Related Offenses	6/17/2022	7/2/2022	6/24/2022	Approved
SB 1808	Immigration Enforcement	6/17/2022	7/2/2022	6/17/2022	Approved
HB 0105	Regulation of Smoking by Counties and Municipalities	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0461	Florida Bright Futures Scholarship Program Student Service Requirements	6/17/2022	7/2/2022	6/27/2022	Approved
HB 0535	Barefoot Bay Recreation District, Brevard County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0651	Navarre Beach Fire Rescue District, Santa Rosa County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0777	Local Tax Referenda Requirements	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0895	Lakewood Ranch Stewardship District, Manatee and Sarasota Counties	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0965	Environmental Management	6/17/2022	7/2/2022	6/24/2022	Approved
HB 0995	Sumter County	6/17/2022	7/2/2022	6/24/2022	Approved

HB 1045	West Villages Improvement District, Sarasota County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1057	Evidence of Vendor Financial Stability	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1105	Lake County Water District, Lake County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1119	Grandparent Visitation Rights	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1161	Manatee County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1231	East Lake Tarpon Community, Pinellas County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1349	Guardianship Data Transparency	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1423	City of Edgewood, Orange County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1427	Hillsborough County Aviation Authority	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1469	Transportation Facility Designations	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1491	Alligator Point Water Resources District, Franklin County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1495	Immokalee Water and Sewer District, Collier County	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1563	Homestead Property Tax Exemptions for Classroom Teachers, Law Enforcement Officers, Firefighters, Emergency Medical Technicians, Paramedics, Child Welfare Professionals, and Servicemembers	6/17/2022	7/2/2022	6/24/2022	Approved
HB 1583	Emerald Coast Utilities Authority, Escambia County	6/17/2022	7/2/2022	6/24/2022	Approved

- A listing of bills that go into effect July 1st is provided with the report.
- CASGS shared information regarding the House Local Support Grant Program (LSGP) announced by Speaker Sprowls.
- CASGS coordinated with Staff and moved forward completing the LSGP grant application and submitted the GeoSCADA Telemetry Software and Hardware project to Representative Woodson for her consideration and support.
- CASGS reached out to Representative Woodson's office in follow-up to the grant application and the required Attestation form.
- CASGS monitored the House website for processing of the GeoSCADA Telemetry LSGP grant project.
- 2023-2024 Legislative Session dates: regular session convenes March 7, 2023 for and May 5, 2023 is the last day of Regular Session. Committee Weeks have not been scheduled at the time of this report.

Thank you for the opportunity to be part of your legislative Team representing and advocating on the Town's behalf.

Respectfully Submitted,

Connie C. Vanassche
James R. Spratt
M. Dale Milita

Bills That Go Into Effect July 1

Ordered by Bill Number

HB 0003 Law Enforcement by Leek

Law Enforcement ; Authorizes a sheriff to transfer funds between specified categories and code levels after his or her budget is approved; revises salary minimums for county sheriffs; provides for adoption benefits for law enforcements officers; creates Florida Law Enforcement Recruitment Bonus Payment Program; provides exemption from certain law enforcement officer training requirements for military veterans; provides requirements for skills training for law enforcement officers relating to officer health & safety; makes children of law enforcement officers eligible for Family Empowerment Scholarships; encourages school districts to establish public safety telecommunication training programs & offer law enforcement explorer programs; requires Board of Governors & State Board of Education to create process that enables eligible law enforcement officers or former officers to earn credit for college-level training & education acquired while serving an officer; creates Florida Law Enforcement Academy Scholarship Program; provides for reimbursement for out-of-state & special operations forces law enforcement equivalency training. Effective Date: 7/1/2022

HB 0005 Reducing Fetal and Infant Mortality by Grall

Reducing Fetal and Infant Mortality: Revises purpose & requirements for Comprehensive Statewide Tobacco Education & Use Prevention Program; requires DOH to contract with local healthy start coalitions for creation of fetal & infant mortality review committees; prohibits physician from performing abortion if gestational age of fetus is determined to be more than specified number of weeks; provides exception; requires directors of certain medical facilities & certain physicians to submit monthly report to AHCA electronically; requires hospitals participate in minimum number of quality improvement initiatives. Effective Date: July 1, 2022

HB 0007 Individual Freedom by Avila

Individual Freedom: Provides that subjecting individuals to specified concepts under certain circumstances constitutes discrimination based on race, color, sex, or national origin; revising requirements for required instruction on the history of African Americans; requiring the department to prepare and offer certain standards and curriculum; authorizing the department to seek input from a specified organization for certain purposes; prohibits instructional materials reviewers from recommending instructional materials that contain any matter that contradicts certain principles; requires DOE to review school district professional development systems for compliance with certain provisions of law. Effective Date: July 1, 2022

HB 0031 Firefighter Inquiries and Investigations by Busatta Cabrera

Firefighter Inquiries and Investigations: Provides firefighters have certain rights during informal inquiry; provides firefighter may not be subjected to certain disciplinary action during informal inquiry or interrogation. Effective Date: July 1, 2022

HB 0045 Educational Opportunities for Disabled Veterans by Morales

Educational Opportunities for Disabled Veterans: Provides that disabled veterans receiving certain federal educational assistance benefits are eligible to receive waiver for tuition & fees at certain institutions; provides calculation for waiver amount; requires amount awarded by state to be contingent on application of specified federal benefits; requires institutions to submit annual report to Board of Governors & State Board of Education; requires boards to adopt regulations & rules. Effective Date: July 1, 2022

HB 0105 Regulation of Smoking by Counties and Municipalities by Fine

Regulation of Smoking by Counties and Municipalities: Authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; providing an exception, etc. Effective Date: July 1, 2022

SB 0144 Identification Cards by Hutson

Identification Cards; Requiring the Department of Highway Safety and Motor Vehicles to issue or renew identification cards at no charge to persons presenting a valid voter's registration card and attesting to financial hardship; prohibiting the department from requiring such persons to present certain evidence; requiring the department to issue identification cards at no charge to certain other persons, etc. Effective Date: 7/1/2022

SB 0160 Transportation-related Facility Designations by Harrell

Transportation-related Facility Designations; Providing honorary designations of certain transportation facilities in specified counties; directing the Department of Transportation to erect suitable markers, etc. Effective Date: 7/1/2022

HB 0173 Care of Students with Epilepsy or Seizure Disorders by Duran

Care of Students with Epilepsy or Seizure Disorders: Requires school to provide epilepsy or seizure disorder care to student; provides for creation & implementation of individualized seizure action plan for students with epilepsy or seizure disorders to receive health care at school; provides requirements for DOE, schools, school nurses & certain other school employees, & such plans. Effective Date: July 1, 2022

HB 0195 Juvenile Diversion Program Expunction by Smith (D)

Juvenile Diversion Program Expunction: Requires FDLE to expunge nonjudicial arrest record of minors who successfully complete diversion program for specified felony offenses, rather than only for misdemeanor offenses; authorizes minor who successfully completes diversion program & is granted expunction for any covered offense to lawfully deny or fail to acknowledge certain information. Effective Date: July 1, 2022

SB 0196 Florida Housing Finance Corporation by Rodriguez (A)

Florida Housing Finance Corporation; Defining the terms "bona fide contract" and "qualified contract" for purposes of the Florida Housing Finance Corporation Act; deleting certain limitations and restrictions on, and requirements for, loans made by the corporation to sponsors of housing for the elderly under the State Apartment Incentive Loan Program; designating the corporation, rather than the State Board of Administration, as the state fiscal agency to make determinations in connection with specified bonds; providing construction relating to low-income tax credit developments if a qualified contract does not close for specified reasons, etc. Effective Date: 7/1/2022

HB 0197 Pub. Rec./Nonjudicial Arrest Record of a Minor by Smith (D)

Pub. Rec./Nonjudicial Arrest Record of a Minor: Provides exemption from public records requirements for nonjudicial record of arrest of minor who has successfully completed diversion program; provides for retroactive application; provides for future legislative review & repeal of exemption; provides statement of public necessity. Effective Date: July 1, 2022

SB 0222 Swimming Pool Specialty Contracting Services by Gruters

Swimming Pool Specialty Contracting Services; Authorizing certain persons under the supervision of specified licensed contractors to perform certain specialty contracting services for commercial or residential swimming pools, interactive water features, hot tubs, and spas; providing that such supervision does not require a direct contract between those persons, etc. Effective Date: 7/1/2022

HB 0225 Charter School Charters by Hawkins

Charter School Charters: Revises provisions relating to consolidation of multiple charter into single charter, renewals, nonrenewals, & terminations of charters. Effective Date: July 1, 2022

SB 0226 Care for Retired Police Dogs by Powell

Care for Retired Police Dogs; Citing this act as the "Care for Retired Police Dogs Program Act"; creating the Care for Retired Police Dogs Program within the Department of Law Enforcement; requiring the

department to contract with a nonprofit corporation to administer and manage the program; specifying requirements for the disbursement of funds for the veterinary care of eligible retired police dogs, etc. APPROPRIATION: Indeterminate Effective Date: 7/1/2022

HB 0235 Restraint of Students with Disabilities in Public Schools by Plasencia

Restraint of Students with Disabilities in Public Schools: Prohibits school personnel from using mechanical restraint on students with disabilities. Effective Date: July 1, 2022

SB 0236 Children with Developmental Delays by Jones

Children with Developmental Delays; Revising the definition of the term "exceptional student" to include additional students with developmental delays, etc. Effective Date: 7/1/2022

SB 0254 Religious Institutions by Brodeur

Religious Institutions; Defining the term "religious institution"; providing that an emergency order may not directly or indirectly prohibit religious services or activities; providing an exception under certain circumstances, etc. Effective Date: 7/1/2022

HB 0255 Private Instructional Personnel Providing Applied Behavior Analysis Services by Plasencia

Private Instructional Personnel Providing Applied Behavior Analysis Services: Revises definition of "private instructional personnel" to include certain registered behavior technicians; requires such technicians to meet specified requirements. Effective Date: July 1, 2022

SB 0266 Motor Vehicle Insurance by Diaz

Motor Vehicle Insurance; Requiring agencies that employ law enforcement officers to maintain motor vehicle insurance under certain circumstances; providing exceptions; providing liability limitations; providing methods in which the employing agency may meet the liability insurance requirements, etc. Effective Date: 7/1/2022

SB 0282 Mental Health and Substance Use Disorders by Rouson

Mental Health and Substance Use Disorders; Providing that the use of peer specialists is an essential element of a coordinated system of care in recovery from a substance use disorder or mental illness; revising background screening requirements for certain peer specialists; requiring the Department of Children and Families to designate managing entities to conduct or contract for training for peer specialists; requiring peer specialists and certain persons to meet the requirements of a background screening as a condition of employment and continued employment, etc. Effective Date: 7/1/2022

SB 0288 Electronic Dissemination of Commercial Recordings and Audiovisual Works by Garcia

Electronic Dissemination of Commercial Recordings and Audiovisual Works; Revising the definition of the term "electronic dissemination", etc. Effective Date: 7/1/2022

SB 0312 Telehealth by Diaz

Telehealth; Revising the prohibition on prescribing controlled substances through the use of telehealth to include only specified controlled substances, etc. Effective Date: 7/1/2022

SB 0350 Procedures for Petitions for Utility Rate Relief by Bean

Procedures for Petitions for Utility Rate Relief; Increasing the maximum annual sales, expressed in gigawatt hours, which natural gas or public electric utilities may have to be eligible to request that the Public Service Commission use certain procedures for the utility's petition for rate relief, etc. Effective Date: 7/1/2022

SB 0352 Construction Liens by Hooper

Construction Liens; Revising the threshold for determining whether certain direct contracts to repair or replace an existing heating or air-conditioning system are exempt from specified notice of commencement and applicability of lien requirements for authorities issuing building permits, etc. Effective Date: 7/1/2022

HB 0357 Pharmacies and Pharmacy Benefit Managers by Toledo

Pharmacies and Pharmacy Benefit Managers: Revises entities conducting pharmacy audits to which certain requirements & restrictions apply; authorizes audited pharmacies to appeal certain findings; provides that health insurers & HMOs that transfer certain payment obligation to pharmacy benefit managers remain responsible for specified violations; provides penalty for failure to register as pharmacy benefit managers. Effective Date: July 1, 2022

HB 0375 Structural Engineering Recognition Program for Professional Engineers by Toledo

Structural Engineering Recognition Program for Professional Engineers: Establishes Structural Engineering Recognition Program for Professional Engineers; requires Board of Professional Engineers to recognize licensed professional engineer who has successfully passed specified examination; provides requirements for application & recognition; prohibits fee for such application or for recognition; authorizes professional engineer recognized by program to identify such recognition in her or his professional practice & marketing & advertising materials. Effective Date: July 1, 2022

HB 0381 Breach of Bond Costs by Maney

Breach of Bond Costs: Requires sureties to pay costs & expenses incurred in returning defendant to jurisdiction of court; specifies recoverable costs. Effective Date: July 1, 2022

HB 0397 Court Fiscal Administration by Clemons

Court Fiscal Administration: Revises calculation for presumed ability to pay; provides formula for determining down payment; revising duties of the Florida Clerks of Court Operation Corporation; authorizes the corporation to request reimbursement at a specified rate; authorizes clerk to review certain records when making a determination of indigence; requires DHSMV to implement certain technology. Effective Date: July 1, 2022

SB 0418 Assistive Technology Advisory Council by Pizzo

Assistive Technology Advisory Council; Revising provisions relating to the membership of and appointments and reappointments to the Assistive Technology Advisory Council; requiring council members to select a chair from among the council membership; revising provisions relating to committees appointed to perform the council's functions; expanding the council's functions to include fundraising activities, etc. Effective Date: 7/1/2022

HB 0423 Building Regulation by LaMarca

Building Regulation: Revises provisions of law relating to building regulation including building code or plans examiner eligibility; conditions on provisional certificates; transferability of internship programs; demolition permits for structures; administrative fees; access to certain documents; certificates of occupancy or completion; requests for additional information from building permit applicants; & authorizes civil action. Effective Date: July 1, 2022

SB 0438 United States Space Force by Burgess

United States Space Force; Revising the definition of the term "uniformed service" to include the United States Space Force; revising the Armed Forces officers authorized to take or administer specified oaths, affidavits, or acknowledgements to include United States Space Force officers; revising the military service branches for which any county or state official who is called to active service may receive a leave of absence; updating military base names; adding post exchanges operated by the United States Space Force to those that are exempt from paying tax on cigarettes sold; revising the armed forces uniforms that are protected from imitation to include uniforms of the United States Space Force, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

SB 0442 Powers of Land Authorities by Rodriguez (A)

Powers of Land Authorities; Authorizing land authorities to assist the counties in which they are located with certain activities addressing flooding and sea-level rise, etc. Effective Date: 7/1/2022

HB 0453 Officer and Firefighter Physical Examination Requirements and Records by Duggan

Officer and Firefighter Physical Examination Requirements and Records: Authorizes use of specified physical examination for presumption; requires fire service provider to maintain records of employee physical examinations for specified period; creates presumption if records are destroyed before that period has elapsed; requires employing agency to maintain records of employee physical examinations for specified period; creates presumption if records are destroyed before period has elapsed. Effective Date: July 1, 2022

SB 0454 Florida Commission on Offender Review by Perry

Florida Commission on Offender Review; Increasing the rate of payment for work performed by retired or former commissioners assigned to temporary duty, etc. Effective Date: 7/1/2022

HB 0459 Step-therapy Protocols by Willhite

Step-therapy Protocols: Revises circumstances under which step-therapy protocols may not be required; requires health insurers & HMOs to publish on their websites & provide to their insureds & subscribers specified information; provides requirements for procedures for requests & appeals of denials of protocol exemptions; provides requirements for authorizations & denials of protocol exemption requests; authorizes health insurers & HMOs to request specified documentation. Effective Date: July 1, 2022

HB 0469 Patient Care in Health Care Facilities by Trabulsy

Patient Care in Health Care Facilities: Authorizes unlicensed persons to assist patients with other specified tasks; revises provisions relating to medications & devices with which unlicensed persons may assist patients in self-administration; specifies staffing requirements for advanced life support ambulances during interfacility transfers; provides certain persons occupying such ambulances are in charge of patient care during transfers; revises list of medications that registered nurses may delegate administration of to certified nursing assistants or home health aides; authorizes certified nursing assistants to administer certain medication to patients in county detention facilities under certain circumstances. Effective Date: July 1, 2022

SB 0474 Recreational Off-highway Vehicles by Perry

Recreational Off-highway Vehicles; Revising the definition of the term "ROV" to increase the weight limit of a specified vehicle, etc. Effective Date: 7/1/2022

HB 0481 Temporary Underground Power Panels by Duggan

Temporary Underground Power Panels: Prohibiting counties and certain municipalities from enacting ordinances, regulations, or policies that prevent certain electric utilities from installing temporary underground power panels and from requiring subsequent inspections of such panels as a condition of a Certificate of Occupancy under specified conditions, etc. Effective Date: July 1, 2022

SB 0494 Fish and Wildlife Conservation Commission by Hutson

Fish and Wildlife Conservation Commission; Requiring lead land managing agencies, in consultation with the Fish and Wildlife Conservation Commission, to consider the use of state lands as gopher tortoise recipient sites in certain management plans; requiring the commission, subject to appropriation, to encourage the establishment of gopher tortoise recipient sites on private lands and to create an online dashboard for certain gopher tortoise recipient site information; revising the notices a person must be given for failure to submit to certain tests for alcohol, chemical substances, or controlled substances; authorizing individuals, when participating in certain athletic team practices or competitions, to operate a human-powered vessel within the marked channel of the Florida Intracoastal Waterway under certain circumstances; prohibiting municipalities and counties from designating certain waters adjacent to designated public bathing beaches or swim areas as vessel exclusion zones, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

HB 0513 Comprehensive Review Study of the Central and Southern Florida Project by Bartleman

Comprehensive Review Study of the Central and Southern Florida Project: Directs SFWMD to prepare & submit consolidated annual report regarding status of project to EDR, DEP, Governor, & Legislature; provides report requirements. Effective Date: July 1, 2022

SB 0514	Substitution of Work Experience for Postsecondary Educational Requirements by Burgess
	Substitution of Work Experience for Postsecondary Educational Requirements; Authorizing the head of an employing agency, beginning on a specified date, to elect to substitute certain work experience for postsecondary educational requirements under certain circumstances; prohibiting the substitution of certain work experience for postsecondary educational requirements, etc. Effective Date: 7/1/2022
SB 0518	Private Property Rights to Prune, Trim, and Remove Trees by Brodeur
	Private Property Rights to Prune, Trim, and Remove Trees; Revising conditions under which a local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property; specifying when a tree poses an unacceptable risk, etc. Effective Date: 7/1/2022
SB 0534	Prescription Drugs Used in the Treatment of Schizophrenia for Medicaid Recipients by Harrell
	Prescription Drugs Used in the Treatment of Schizophrenia for Medicaid Recipients; Authorizing the approval of drug products or certain medication prescribed for the treatment of schizophrenia or schizotypal or delusional disorders for Medicaid recipients who have not met the step-therapy prior authorization criteria, when the drug product or certain medication meets specified criteria, etc. Effective Date: 7/1/2022
HB 0539	Nursing Home Financial Reporting by Trumbull
	Nursing Home Financial Reporting: Requires nursing homes & their home offices to annually file with AHCA their audited actual experience for purposes of financial reporting. Effective Date: July 1, 2022
SB 0542	Evidentiary Standards for Actions Arising During an Emergency by Rodriguez (A)
	Evidentiary Standards for Actions Arising During an Emergency; Providing that specified actions taken by a business during certain declared emergencies may not be used as evidence in certain civil causes of action, etc. Effective Date: 7/1/2022
HB 0543	Uterine Fibroid Research and Education by Omphroy
	Uterine Fibroid Research and Education: Requires DOH to develop & maintain electronic database of information related to uterine fibroids; requires health care providers to submit information to DOH for inclusion in database; prohibits database from including personal identifying information; requires DOH to develop & include information related to fibroids in literature currently made available to public; provides appropriation & authorizes position. Effective Date: July 1, 2022
SB 0544	Drug-related Overdose Prevention by Boyd
	Drug-related Overdose Prevention; Revising the purpose of specified provisions relating to the prescribing, ordering, and dispensing of emergency opioid antagonists to certain persons by authorized health care practitioners; providing certain authorized persons immunity from civil or criminal liability for administering emergency opioid antagonists under certain circumstances; revising requirements for a certain health awareness campaign; requiring hospital emergency departments and urgent care centers to report incidents involving a suspected or actual overdose to the Department of Health under certain circumstances, etc. Effective Date: 7/1/2022
SB 0562	Military Occupational Licensure by Cruz
	Military Occupational Licensure; Requiring the Department of Business and Professional Regulation to expedite professional license applications submitted by spouses of active duty members of the Armed Forces of the United States; requiring the department to issue certain licenses within a specified timeframe; requiring the Department of Health and certain boards to issue a professional license to spouses of active duty members of the Armed Forces of the United States if certain requirements are met, etc. Effective Date: 7/1/2022
HB 0593	Telecommunicator Cardiopulmonary Resuscitation by Trabulsy
	Telecommunicator Cardiopulmonary Resuscitation: Requires certain 911 public safety telecommunicators to complete biennial telecommunicator cardiopulmonary resuscitation training; authorizes certain agencies to enter into reciprocal agreements to provide telephonic assistance in

administering cardiopulmonary resuscitation. Effective Date: July 1, 2022

SB 0596 Criminal Conflict and Civil Regional Counsels by Baxley

Criminal Conflict and Civil Regional Counsels; Specifying the responsibilities of regional counsels regarding witness coordination; removing the requirement that regional counsel employees be governed by Justice Administrative Commission classification and salary and benefits plans; authorizing regional counsels to access certain confidential information relating to proceedings involving children under specified circumstances; authorizing regional counsel offices to obtain fictitious names for motor vehicle and vessel plates or decals, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

SB 0598 Public Records/Criminal Conflict and Civil Regional Counsel Office by Baxley

Public Records/Criminal Conflict and Civil Regional Counsel Office; Expanding a public records exemption to include all records pertaining to a registration application submitted by any criminal conflict and civil regional counsel office for a registration certificate and registration license plate or decal issued under a fictitious name; providing for future legislative review and repeal; providing a statement of public necessity, etc. Effective Date: 7/1/2022

SB 0606 Boating Safety by Garcia

Boating Safety; Citing this act as the "Boating Safety Act of 2022"; authorizing a court to impose a specified fine for certain boating collisions and accidents; requiring certain boating safety education courses and temporary certificate examinations to include specified components; requiring operators of vessels used in the instruction of water sports and activities to use engine cutoff switches and wear operative links to the switches under certain conditions; prohibiting liveries from offering a vessel for lease or rent without a livery permit, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

HB 0615 Human Trafficking by Overdorf

Human Trafficking: Providing the Statewide Council on Human Trafficking with an additional duty; deleting an obsolete provision; requiring the direct-support organization of the Statewide Council on Human Trafficking to develop certain training for firesafety inspectors; providing that such training is eligible for continuing education credits; requiring foster parents and agency staff to complete preservice and inservice training related to human trafficking, etc. Effective Date: July 1, 2022

HB 0631 Airport Funding by Grall

Airport Funding: Revises types of airports eligible for specified funding of master planning & eligible aviation development projects by DOT. Effective Date: July 1, 2022

SB 0632 Occupational Therapy by Bradley

Occupational Therapy; Revising eligibility requirements for the occupational therapist licensure examination; authorizing certain licensed occupational therapists to use a specified title and the associated initials; prohibiting certain persons from using a specified title and the associated initials; providing criminal penalties, etc. Effective Date: 7/1/2022

SB 0634 Judicial Notice by Bradley

Judicial Notice; Authorizing courts to take judicial notice of certain information taken from widely accepted web mapping services, global satellite imaging sites, or Internet mapping tools upon request of a party; requiring parties who intend to offer such information into evidence to file a notice of intent containing specified information; authorizing parties to object to the court taking judicial notice of such information; creating a rebuttable presumption in civil cases that such information should be judicially noticed unless certain findings are made, etc. Effective Date: 7/1/2022

HB 0689 Workers' Compensation Benefits for Posttraumatic Stress Disorder by Giallombardo

Workers' Compensation Benefits for Posttraumatic Stress Disorder: Provides that time for specified notice in certain cases is measured from time of qualifying event or diagnosis of disorder, rather than manifestation of disorder, whichever is later; provides that posttraumatic stress disorder suffered by correctional officer is compensable occupation disease; provides standard of proof; provides

requirements for benefits offered to correctional officer for posttraumatic stress disorder; specifies when claim for posttraumatic stress disorder must be noticed; requires certain employing agencies to provide certain educational training; requires DFS to adopt rules. Effective Date: July 1, 2022

SB 0706 School Concurrency by Perry

School Concurrency; Revising provisions specifying when school concurrency is deemed satisfied; requiring a district school board to notify a local government that capacity is available for development within a certain timeframe; specifying that proportionate-share mitigation must be set aside and not spent if an improvement has not been identified, etc. Effective Date: 7/1/2022

SB 0722 Education for Student Inmates by Perry

Education for Student Inmates; Authorizing the Department of Corrections and each county, respectively, to contract with Florida College System institutions to provide education services for student inmates; authorizing the expenditure of state funds for the education of state inmates who have a specified amount of time remaining to serve on their sentences, etc. Effective Date: 7/1/2022

SB 0752 Probationary or Supervision Services for Misdemeanor Offenders by Gainer

Probationary or Supervision Services for Misdemeanor Offenders; Authorizing the Department of Corrections to supervise certain misdemeanor offenders; deleting a prohibition on private entities providing probationary or supervision services to certain misdemeanor offenders; requiring the department to reduce a probationer's or offender's supervision term by a specified amount of time for completing an educational advancement activity; authorizing a private or public entity to provide probation services and other specified programming to misdemeanor offenders, etc. Effective Date: 7/1/2022

SB 0758 Education by Diaz

Education; Authorizing members of the Legislature to visit any public school in the legislative district of the member; creating the Charter School Review Commission within the Department of Education, subject to appropriation; requiring the department to contract with a college or university to provide administrative and technical assistance to the commission; authorizing the commission to solicit and review certain charter school applications; prohibiting a charter school from being subject to certain land use regulations if such regulations would not be required for certain public schools; establishing the Florida Institute for Charter Schools Innovation at Miami Dade College, subject to appropriation, etc. Effective Date: 7/1/2022

SB 0768 Department of Health by Rodriguez (A)

Department of Health; Revising the purpose of the department's targeted outreach program for certain pregnant women; requiring the department to encourage high-risk pregnant women of unknown status to be tested for sexually transmissible diseases; removing the Children's Medical Services office from parties required to coordinate in the development of local emergency management plans for special needs shelters; deleting a requirement that certain nursing program graduates complete a specified preparatory course; defining the terms "doctoral degree from an American Psychological Association accredited program" and "doctoral degree in psychology", etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

SB 0806 Alzheimer's Disease and Related Forms of Dementia Education and Public Awareness by Perry

Alzheimer's Disease and Related Forms of Dementia Education and Public Awareness; Creating the "Ramping up Education of Alzheimer's Disease and Dementia for You (READY) Act"; requiring the Department of Health to educate certain health care practitioners regarding specified information related to Alzheimer's disease and related forms of dementia, etc. Effective Date: 7/1/2022

HB 0817 Emergency Medical Care and Treatment to Minors Without Parental Consent by Massullo, Jr.

Emergency Medical Care and Treatment to Minors Without Parental Consent: Removes requirement that emergency medical care or treatment to minor without parental consent be administered in hospital or college health service. Effective Date: July 1, 2022

HB 0837 Hurricane Loss Mitigation Program by Willhite

Hurricane Loss Mitigation Program: Revises use of certain funds from Florida Hurricane Catastrophe Fund to include construction of certain facilities; requires Manufactured Housing & Mobile Home Mitigation & Enhancement Program to be operated by Gulf Coast State College; removes construction related to Citizens Property Insurance Corporation coverage rates; delays future repeal of Hurricane Loss Mitigation Program; transfers specified powers, duties, functions, records, property, issues, & funds relating to Manufactured Housing & Mobile Home Mitigation & Enhancement Program from Tallahassee Community College to Gulf Coast State College. Effective Date: July 1, 2022

SB 0838 Fire Investigators by Wright

Fire Investigators; Revising the definition of the term "firefighter" to include full-time, Florida-certified fire investigators for the purpose of expanding eligibility for certain cancer treatment benefits to such investigators; providing a declaration of important state interest, etc. Effective Date: 7/1/2022

SB 0854 Florida Statutes by Passidomo

Florida Statutes; Amending provisions to conform to the directive of the Legislature to the Division of Law Revision in s. 13, ch. 2021-269, Laws of Florida, to replace references to the Division of Pari-mutuel Wagering and references to the Department of Business and Professional Regulation relating to gaming with references to the Florida Gaming Control Commission to conform the Florida Statutes to the transfer of duties in s. 11, ch. 2021-269, etc. Effective Date: 7/1/2022

HB 0855 Managed Care Plan Performance by Bartleman

Managed Care Plan Performance: Requires managed care plans to collect & report specified measures beginning with certain data reporting period; requires plans to stratify reported measures by specified categories beginning with certain data reporting period; requires plan's performance to be published on its website in specified manner; requires AHCA to use measures to monitor plan performance. Effective Date: July 1, 2022

SB 0856 Private Provider Inspections of Onsite Sewage Treatment and Disposal Systems by Brodeur

Private Provider Inspections of Onsite Sewage Treatment and Disposal Systems; Authorizing private provider inspections of onsite sewage treatment and disposal systems under certain conditions; specifying requirements for private providers and onsite sewage treatment and disposal system owners and authorized contractors; authorizing the Department of Environmental Protection to audit the performance of a specified percentage of such inspections; requiring the department to submit a report to the Legislature reviewing the use of private providers to perform onsite sewage treatment and disposal system inspections by a specified date, etc. Effective Date: 7/1/2022

SB 0882 Inventories of Critical Wetlands by Brodeur

Inventories of Critical Wetlands; Requiring each water management district governing board, in cooperation with local governments, to develop a list of critical wetlands for acquisition using funds from the Land Acquisition Trust Fund; requiring the governing boards to consider certain criteria when including wetlands on the list and to notify owners of property contemplated to be included on the list; requiring owners who wish to have their property removed from the list to submit a certified letter requesting removal; requiring a governing board to approve such removal if the request meets those requirements, etc. Effective Date: 7/1/2022

SB 0896 Educator Certification Pathways for Veterans by Burgess

Educator Certification Pathways for Veterans; Authorizing the Department of Education to issue a temporary certificate to specified military servicemembers who meet certain criteria; requiring a teacher mentorship for specified military servicemembers who hold a temporary certificate; specifying the duration and issuance of a temporary certificate for specified military servicemembers, etc. Effective Date: 7/1/2022

SB 0898 Lodging Standards by Stewart

Lodging Standards; Citing this act as "Miya's Law"; requiring landlords of nontransient or transient apartments to require employees to undergo background screenings as a condition of employment; revising what constitutes reasonable notice for repairs of dwelling units; requiring public lodging

establishments licensed as nontransient or transient apartments to take certain actions relating to employee background screenings and keys for dwelling units; prohibiting an operator of a public lodging establishment from offering an hourly rate for an accommodation, etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

HB 0899 Mental Health of Students by Hunschofsky

Mental Health of Students: Revises data DCF is required to analyze when creating its annual report on initiation of involuntary examinations; requires charter schools to be in compliance with involuntary reporting laws; requires DOE to share certain data with DCF; requires district school boards to designate mental health coordinator; revises requirements for plans relating to mental health assistance allocations. Effective Date: July 1, 2022

HB 0909 Pollution Control Standards and Liability by Payne

Pollution Control Standards and Liability: Provides that Secretary of Environmental Protection has exclusive jurisdiction in setting standards or procedures for evaluating environmental conditions & assessing potential liability for presence of contaminants on certain agricultural lands; prohibits secretary from delegating such authority to local governmental entity. Effective Date: July 1, 2022

SB 0914 Department of Highway Safety and Motor Vehicles by Harrell

Department of Highway Safety and Motor Vehicles; Requiring law enforcement agencies to annually report race and ethnicity data of certain violators to the department; deleting a precondition to a requirement that the operator of a motor vehicle display proof of maintenance of security to a law enforcement officer or certain other persons; requiring that distinguishing numbers assigned to identification cards and driver licenses, respectively, have a specified minimum number of randomly generated digits beginning on a specified date; extending the date by which the department must implement a rebuilt motor vehicle inspection program; adding counties where the program must be implemented, etc. Effective Date: 7/1/2022

HB 0915 Commercial Motor Vehicle Registration by Melo

Commercial Motor Vehicle Registration: Provides for future expiration of provision relating to vehicles with apportioned registrations; provides license plate & cab card requirements for vehicles registered in accordance with International Registration Plan; specifies fee for original or renewal cab card & trust fund where fee is deposited; provides for replacement at no charge of damaged or worn license plates. Effective Date: July 1, 2022

HB 0921 Campaign Financing by Drake

Campaign Financing: Providing applicability of a limitation on certain political contributions; providing that a foreign national may not make or offer to make certain contributions or expenditures; revising limitations on the use or acceptance of public funds for certain political advertisements or communications by a local government or a person acting on behalf of a local government, etc. Effective Date: July 1, 2022

HB 0959 Department of Financial Services by LaMarca

Department of Financial Services: Requires DFS to create secure online portal to accept service of process; authorizes specified persons to purchase coverage in state group health insurance plan at specified premium costs; provides functions of Florida Open Financial Statement System; requires local governments to use system to file specified reports; requires hospitals to demonstrate financial responsibility; removes cap on transferring burial rights fees; revises requirements to practice embalming & funeral directing; provides requirements for title agencies & public adjusters; removes provisions relating to duties of AHCA & to the board of Florida Patient's Compensation Fund; provides fund requirements. Effective Date: July 1, 2022

HB 0963 Funding for Sheriffs by Hunschofsky

Funding for Sheriffs: Authorizing sheriffs who provide child protective investigative services to carry forward a certain percentage of unexpended state funds each fiscal year; requiring certain funds to be returned to the Department of Children and Families; requiring that certain expenditures be reported to

the department, etc. Effective Date: July 1, 2022

HB 0965 Environmental Management by Truenow

Environmental Management: Provides for water quality enhancement areas & permits, water quality enhancement service areas, & enhancement credits; directs DEP & water management districts to authorize sale & use of enhancement credits for specified purposes; directs DEP to maintain specified ledgers; revises requirements for developers & homebuilders to qualify for graywater technology incentives; requires to modify specified rules. Effective Date: July 1, 2022

HB 0967 Golf Course Best Management Practices Certification by Truenow

Golf Course Best Management Practices Certification: Directs turfgrass science program at UF/IFAS, in coordination & cooperation with DEP, to administer certification for golf course best management practices & provide training & testing programs; provides exemption from certain local training & local ordinance regulations; provides for turfgrass science program to share information with governmental entities & create online registry. Effective Date: July 1, 2022

SB 1000 Nutrient Application Rates by Albritton

Nutrient Application Rates; Defining the terms “certified professional” and “site-specific nutrient management”; authorizing the use of site-specific nutrient management in specified circumstances; authorizing citrus producers to use written recommendations from certified professionals to tailor their recommended nutrient application rates under certain circumstances; directing the University of Florida Institute of Food and Agricultural Sciences to analyze the use of site-specific nutrient management for certain crops, develop a research plan and certain recommendations, and submit an annual report to the Governor and Legislature by a specified date, etc. Effective Date: 7/1/2022

SB 1006 State Symbols by Burgess

State Symbols; Designating strawberry shortcake as the official state dessert, etc. Effective Date: 7/1/2022

SB 1012 Victims of Crimes by Burgess

Victims of Crimes; Requiring law enforcement personnel to ensure that crime victims are given information about specified rights, upon request, at all stages of criminal, parole, or juvenile proceedings; requiring law enforcement personnel to ensure that crime victims are given information about their right to employ private counsel; encouraging The Florida Bar to develop a registry of attorneys willing to serve on a pro bono basis as advocates for crime victims, etc. Effective Date: 7/1/2022

HB 1023 Insolvent Insurers by Fabricio

Insolvent Insurers: Provides required factors to be used in determination & fixing of rates for premiums paid to insolvent insurers for specified coverages; authorizes insurers to elect not to recoup advance assessments paid to Florida Insurance Guaranty Association, Incorporated; provides calculations of insurers' assets under specified circumstances; revises provisions relating to payments of assessments & insurers' reconciliation reports to association; requires insurers to pay assessments to association, rather than to collect such assessments; specifies payments that certain insurers must make to association; requires insurers to treat insureds' failure to pay surcharges, rather than recoupment charges, as failure to pay premiums; provides that insurers are liable for surcharges & are not liable for uncollectible surcharges; removes requirement that insurers treat insureds' failure to pay emergency assessments as failure to pay premiums; revises provisions relating to insurers' collection of surcharges & payments of assessments to Florida Workers' Compensation Insurance Guaranty Association, Incorporated. Effective Date: July 1, 2022

SB 1038 Florida Seaport Transportation and Economic Development Council by Perry

Florida Seaport Transportation and Economic Development Council; Revising the membership of the Florida Seaport Transportation and Economic Development Council to include a representative of Putnam County; authorizing Putnam County to apply for a grant for a port feasibility study through the Florida Seaport Transportation and Economic Development Council; requiring the Department of Transportation to include the study in its budget request under certain circumstances; requiring the

council to review the study and make a determination; terminating the membership of Putnam County on the council under certain circumstances, etc. Effective Date: 7/1/2022

SB 1048 Student Assessments by Diaz

Student Assessments; Renaming "Next Generation Sunshine State Standards" as "state academic standards"; deleting provisions relating to the coordinated screening and progress monitoring program; providing that certain end-of-year comprehensive progress monitoring assessments are the statewide, standardized ELA and Mathematics assessments for certain students; requiring the coordinated screening and progress monitoring system to identify the educational strengths and needs of students; requiring 2022-2023 school and school district grades to serve as an informal baseline for schools and school districts; providing that school improvement ratings will not be calculated for the 2022-2023 school year, etc. Effective Date: Except as otherwise expressly provided in this act, and except for this section which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

SB 1054 Financial Literacy Instruction in Public Schools by Hutson

Financial Literacy Instruction in Public Schools; Citing this act as the "Dorothy L. Hukill Financial Literacy Act"; revising the requirements regarding financial literacy for the Next Generation Sunshine State Standards; revising the required credits for a standard high school diploma to include one-half credit of instruction in personal financial literacy and money management and seven and one-half, rather than eight, credits in electives; modifying the requirements for the award of a standard high school diploma for Academically Challenging Curriculum to Enhance Learning options, etc. Effective Date: 7/1/2022

SB 1058 Property Insurer Reimbursements by Hutson

Property Insurer Reimbursements; Defining the term "unsound insurer"; revising requirements for coverage under the Florida Hurricane Catastrophe Fund of certain policies assumed by authorized insurers or the Citizens Property Insurance Corporation, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

HB 1097 Florida Citrus by Burton

Florida Citrus: Revises requirements for Florida Citrus Commission membership, citrus districts, member terms, & meetings; requires certain entities to provide specified reports on citrus production research to commission; requires new varieties of citrus fruit produced from state-funded research or studies & certain technology be made exclusively available for licensing & commercialization to Department of Citrus or its designee; revises eligibility requirements of not-for-profit corporations on whose behalf Department of Citrus or DACS may collect certain financial payments. Effective Date: July 1, 2022

HB 1099 Living Organ Donors in Insurance Policies by Latvala

Living Organ Donors in Insurance Policies: Prohibits insurers under specified policies from declining or limiting coverages & discriminating against persons based solely on their status as living organ donors. Effective Date: July 1, 2022

SB 1110 Grease Waste Removal and Disposal by Rouson

Grease Waste Removal and Disposal; Requiring grease waste haulers to dispose of grease waste at disposal facilities; prohibiting grease waste haulers from returning grease waste and graywater to grease interceptors and traps and from disposing of grease waste at locations other than disposal facilities; requiring haulers to document grease waste removal and disposal with service manifests; requiring inspecting entities to verify certain contracts and service manifests; authorizing local governments to regulate grease waste removal and disposal, etc. Effective Date: 7/1/2022

HB 1119 Grandparent Visitation Rights by Toledo

Grandparent Visitation Rights: Creates presumption for maternal or paternal grandparent or stepgrandparent visitation of child; provides burden for overcoming such presumption. Effective Date: July 1, 2022

SB 1140 Alarm Systems by Perry

Alarm Systems; Authorizing individuals with certain fire alarm certifications to complete a reduced number of training and continuing education hours for the prevention of false alarms; revising the definition of the term "low-voltage alarm system project" to include certain video cameras and closed-circuit television systems; prohibiting a local enforcement agency from requiring plans and specifications as a condition for obtaining a permit for a fire alarm system project; requiring a local enforcement agency to issue certain permits in person or electronically; requiring a local enforcement agency to perform at least one inspection for a fire alarm system project, etc. Effective Date: 7/1/2022

SB 1186 Agritourism by Albritton

Agritourism; Revising legislative intent regarding the promotion of agritourism; prohibiting the denial or revocation of a property's agricultural classification under certain circumstances; requiring certain farm buildings, structures, facilities, or other improvements to be assessed according to specified provisions, etc. Effective Date: 7/1/2022

SB 1190 Two-way Radio Communication Enhancement Systems by Boyd

Two-way Radio Communication Enhancement Systems; Requiring the authority having jurisdiction to determine certain minimum radio signal strength requirements for all new and existing buildings; authorizing the use of two-way radio communication enhancement systems to comply with certain radio signal strength requirements in the Florida Fire Prevention Code; specifying that such systems or equivalent systems are not required in certain apartment buildings; requiring that owners of such apartment buildings provide certain documentation to the applicable authority, etc. Effective Date: 7/1/2022

HB 1209 Administration of Vaccines by Tuck

Administration of Vaccines: Authorizes registered pharmacy technicians to administer specified vaccines under certain circumstances; authorizes certified pharmacists to administer specified vaccines under certain circumstances; revises immunizations or vaccines that certified pharmacists, registered interns, & registered pharmacy technicians may administer; revises & provides continuing education requirements for registered pharmacy technicians. Effective Date: July 1, 2022

SB 1222 Acute and Post-acute Hospital Care at Home by Bean

Acute and Post-acute Hospital Care at Home; Authorizing paramedics to perform certain life support services to patients receiving acute and post-acute hospital care at home under certain circumstances; providing that a physician or medical director who supervises or directs the provision of such services by a paramedic is liable for any act or omission during the provision of such services; specifying that Class III institutional pharmacies may dispense, distribute, compound, and fill prescriptions for medicinal drugs for inpatient treatment and patients receiving acute and post-acute hospital care at home, etc. Effective Date: 7/1/2022

SB 1236 County and Municipal Detention Facilities by Jones

County and Municipal Detention Facilities; Establishing the Florida Model Jail Standards Working Group for a specified purpose; requiring that each entity that operates a municipal or county detention facility adopt the Florida Model Jail Standards approved by the working group; requiring the jail standards to identify what actions result in serious violations and notable violations; providing financial penalties for persons in charge of detention facilities who refuse to allow inspections or who refuse to provide access to detention facilities, or for facilities found to be noncompliant with the jail standards during an annual inspection or any reinspection, etc. Effective Date: 7/1/2022

SB 1244 Statutes of Limitation for Offenses Relating to Sexual Performance by a Child by Gibson

Statutes of Limitation for Offenses Relating to Sexual Performance by a Child; Eliminating statutes of limitations periods for prosecution of specified violations relating to sexual performance by a child if the offender was a certain age at the time of the offense, etc. Effective Date: 7/1/2022

HB 1249 Treatment of Defendants Adjudicated Incompetent to Stand Trial by Persons-Mulicka

Treatment of Defendants Adjudicated Incompetent to Stand Trial: Revises definition of term "forensic facility." Effective Date: July 1, 2022

SB 1262 Mental Health and Substance Abuse by Burgess

Mental Health and Substance Abuse; Authorizing emergency contact information to be released to certain entities; revising the conditions under which a patient's communication with persons outside of a receiving facility may be restricted; requiring a receiving facility to notify specified emergency contacts of individuals who are being involuntarily held for examination; requiring receiving facilities to document that an option to authorize the release of specified information has been provided, within a specified timeframe, to individuals admitted on a voluntary basis; requiring that reports issued by law enforcement officers when delivering a person to a receiving facility contain certain information related to emergency contacts, etc. Effective Date: 7/1/2022

SB 1304 Public Records/Trust Proceedings by Gruters

Public Records/Trust Proceedings; Requiring clerks to take certain actions relating to court records for proceedings under ch. 736, F.S., and ch. 738, F.S., in which a family trust company, licensed family trust company, or foreign licensed family trust company is a party and upon written notice; creating an exemption from public records requirements for such records; authorizing certain persons to inspect such records if certain requirements are met; providing a statement of public necessity, etc. Effective Date: 7/1/2022

HB 1349 Guardianship Data Transparency by Chaney

Guardianship Data Transparency: Requiring the Florida Clerks of Court Operations Corporation and the clerks of court to establish a statewide database of guardianship data; requiring the Office of Public and Professional Guardians to share certain data; requiring the corporation to compile and report certain data to the Office of Program Policy Analysis and Government Accountability (OPPAGA) at specified intervals; prohibiting the Department of Elderly Affairs from populating the profiles with certain information, etc. Effective Date: July 1, 2022

SB 1360 Governor's Medal of Freedom by Wright

Governor's Medal of Freedom; Abrogating the repeal of provisions authorizing the Governor to present the Governor's Medal of Freedom to certain persons, etc. Effective Date: 7/1/2022

SB 1368 Trusts by Gruters

Trusts; Revising criteria for application of the rule against perpetuities to trusts created on or after a specified date; specifying that the terms of a trust do not prevail over a trustee's duty to account to qualified beneficiaries under certain circumstances; clarifying circumstances under which notice, or the sending of a document, to a person under the Florida Trust Code is deemed satisfied; providing that the terms of a trust may permit for accounting to the qualified beneficiaries only under certain circumstances, etc. Effective Date: 7/1/2022

SB 1374 Clinical Laboratory Testing by Rodriguez (A)

Clinical Laboratory Testing; Exempting registered nurses from clinical laboratory personnel licensure requirements under certain circumstances, etc. Effective Date: 7/1/2022

HB 1411 Floating Solar Facilities by Avila

Floating Solar Facilities: Requires floating solar facility to be permitted use in certain land use categories; requires local governments to promote expanded uses of floating solar facilities by taking specified actions; authorizes county or municipality to specify buffer & landscaping requirements; requires Office of Energy within DACS to submit recommendations to Legislature regarding floating solar facilities. Effective Date: July 1, 2022

HB 1421 School Safety by Hawkins

School Safety: Revises provisions relating to Marjory Stoneman Douglas High School Public Safety Commission, FortifyFL, Commissioner of Education oversight of enforcement of school safety and security requirements, Office of Safe Schools, certain emergency drills, family reunification plans, threat assessment teams, safe-school officers, DOE responsibilities, & Florida Safe Schools Assessment Tool. Effective Date: July 1, 2022

SB 1432 Vessel Anchoring by Rodriguez (A)

Vessel Anchoring; Providing tenancy and lease conditions for approved and permitted mooring and mooring fields in Monroe County; requiring certain anchored vessels in Monroe County to be re-anchored in a new location that meets certain requirements according to a specified timeframe; requiring the Fish and Wildlife Conservation Commission, in consultation with certain entities, to establish designated anchoring areas within the county by rule; providing an exception for certain domiciled vessels; requiring certain vessels equipped with marine sanitation devices to maintain specified records of such devices, etc. Effective Date: 7/1/2022

HB 1445 OGSR/Dependent Eligibility Information/DMS by Giallombardo

OGSR/Dependent Eligibility Information/DMS: Revises provision which provides exemption from public records requirements for information held by DMS for verification of dependent eligibility; extends legislative review & repeal of public records exemption to future date; provides statement of public necessity. Effective Date: on the same date that SB 7026 or similar legislation takes effect

HB 1467 K-12 Education by Garrison

K-12 Education: Establishing term limits for school board members; deleting a requirement that district school boards maintain a specified list on their websites; requiring certain meetings relating to instructional materials to be noticed and open to the public; revising district school board requirements for the selection and adoption of certain materials, etc. Effective Date: July 1, 2022

HB 1469 Transportation Facility Designations by Grieco

Transportation Facility Designations: Designates 98 Points of Light Way in Miami-Dade County; directs DOT to erect suitable markers. Effective Date: July 1, 2022

SB 1474 Online Training for Private Security Officers by Bradley

Online Training for Private Security Officers; Providing that certain required training criteria for Class "G" and Class "D" licenses, respectively, may be conducted online; providing requirements for such training; requiring the Department of Agriculture and Consumer Services to establish certain criteria and rules for the regulation of certain entities that provide online training; providing requirements for online training courses for a Class "D" license, etc. Effective Date: 7/1/2022

SB 1502 Estates and Trusts by Powell

Estates and Trusts; Providing that the requirement for a claimant to file an independent action is satisfied if specified actions are taken; specifying that claimants, not creditors, are given certain priority of claims; revising the types of trusts deemed to have been contributed by a settlor's spouse and not the settlor; providing that a trustee may resign by specified procedure and with notice to certain parties, etc. Effective Date: 7/1/2022

SB 1526 Public Records/Annuity Contract Payees by Boyd

Public Records/Annuity Contract Payees; Providing an exemption from public records requirements for personal identifying information and annuity contract numbers of a payee of a structured settlement and the names of family members, dependents, and beneficiaries of such payee contained in the court records for a proceeding for the approval of the transfer of structured settlement payment rights; limiting such exemption to a specified period; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. Effective Date: 7/1/2022

SB 1552 Direct-support Organization for the Florida Prepaid College Board by Gruters

Direct-support Organization for the Florida Prepaid College Board; Removing the scheduled repeal of the Florida Prepaid College Board's authority to establish a direct-support organization, etc. Effective Date: 7/1/2022

HB 1557 Parental Rights in Education by Harding

Parental Rights in Education: Requires district school boards to adopt procedures that comport with certain provisions of law for notifying student's parent of specified information; requires such procedures to reinforce fundamental right of parents to make decisions regarding upbringing & control of their children; prohibits school district from adopting procedures or student support forms that prohibit school district personnel from notifying parent about specified information or that encourage student to withhold

from parent such information; prohibits school district personnel from discouraging or prohibiting parental notification & involvement in critical decisions affecting student's mental, emotional, or physical well-being; prohibits classroom discussion about sexual orientation or gender identity in certain grade levels; requires school districts to notify parents of healthcare services; authorizes parent to bring action against school district to obtain declaratory judgment; provides for additional award of injunctive relief, damages, & reasonable attorney fees & court costs to certain parents. Effective Date: July 1, 2022

HB 1577 Homeless Youth by Woodson

Homeless Youth: Revises & provides provisions relating to specified homeless youth, including ability to receive documents at no charge, aid in achieving postsecondary education success, assistance in acquiring motor vehicle insurance & driver licenses, certification as unaccompanied homeless youth, removal of disability of nonage, card issued by school board containing specified information, ability to consent to certain care, & fee exemption eligibility. Effective Date: July 1, 2022

SB 1680 Financial Institutions by Gruters

Financial Institutions; Providing that the failure of foreign nationals to participate through video conference in certain hearings is grounds for denial of certain applications; revising the circumstances under which the Office of Financial Regulation is required to conduct certain examinations; revising the entities that may acquire liabilities and assets, and the liabilities and assets that may be acquired, according to certain procedures, conditions, and limitations; requiring the office, upon receiving applications for authority to organize a bank or trust company, to investigate the need for a target market and the ability of the primary service area or target market to support proposed and existing bank or trust facilities, etc. Effective Date: 7/1/2022

SB 1712 Veteran Suicide Prevention Training Pilot Program by Burgess

Veteran Suicide Prevention Training Pilot Program; Requiring the Department of Veterans' Affairs to establish the pilot program; requiring pilot program participants to receive certain training; requiring the department to contract with an organization to develop the curriculum for such training; requiring the department to submit an annual report to the Legislature by a specified date, etc. APPROPRIATION: \$500,000 Effective Date: 7/1/2022

SB 1764 Municipal Solid Waste-to-Energy Program by Albritton

Municipal Solid Waste-to-Energy Program; Creating the Municipal Solid Waste-to-Energy Program within the Department of Agriculture and Consumer Services for a specified purpose; requiring the department, subject to appropriation, to provide annual financial assistance grants to municipal solid waste-to-energy facilities that meet certain requirements; requiring the department to establish a process to verify the amount of certain electric power purchases; directing the Public Service Commission to provide assistance in verifying grant eligibility, etc. Effective Date: 7/1/2022

SB 1770 Donor Human Milk Bank Services by Book

Donor Human Milk Bank Services; Authorizing the Agency for Health Care Administration to pay for donor human milk bank services as an optional Medicaid service if certain conditions are met; authorizing the agency to seek federal approval; adding donor human milk bank services to the list of Medicaid services authorized for reimbursement on a fee-for-service basis; adding donor human milk bank services to the list of minimum benefits required to be covered by Medicaid managed care plans, etc. Effective Date: 7/1/2022

SB 1844 Mental Health and Substance Abuse by Bean

Mental Health and Substance Abuse; Revising provisions relating to the voluntary admission of minors to a facility for examination and treatment; requiring that a minor's assent to voluntary care be verified through a clinical review; requiring law enforcement officers transporting individuals for involuntary treatment to take certain actions; requiring law enforcement officers transporting individuals for certain treatment to take certain actions, etc. Effective Date: 7/1/2022

SB 1950 Statewide Medicaid Managed Care Program by Brodeur

Statewide Medicaid Managed Care Program; Requiring, rather than authorizing, that the reimbursement method for provider service networks be on a prepaid basis; deleting a requirement that the Agency for

Health Care Administration provide the opportunity for public feedback on a certain waiver application; revising requirements relating to the databook published by the agency consisting of Medicaid utilization and spending data; deleting procedures for plan procurements when no provider service networks submit bids; providing that cancer hospitals meeting certain criteria are statewide essential providers, etc. Effective Date: 7/1/2022

SB 2510 Florida Gaming Control Commission by Appropriations

Florida Gaming Control Commission; Deleting a requirement that a commissioner be appointed from each appellate district; exempting certain state agency employees who are registered lobbyists from the prohibition against being appointed to or employed by the commission; requiring the commission to evaluate slot license fees and make specified recommendations to the Legislature before a specified date; revising applicability for game promotions in connection with the sale of consumer products or services, etc. Effective Date: 7/1/2022

SB 2518 Information Technology by Appropriations

Information Technology; Providing that all functions, records, personnel, contracts, interagency agreements, and assets of the Department of Management Services State Data Center are transferred to the Northwest Regional Data Center; deleting the operational management and oversight of the state data center from the powers, duties, and functions of the department, acting through Florida Digital Service; requiring the department to assist customer entities transitioning from other cloud-computing services to the Northwest Regional Data Center or a cloud-computing service procured by the state data center; designating the Northwest Regional Data Center as the state data center, etc. Effective Date: 7/1/2022

SB 2524 Education by Appropriations

Education; Revising the maximum number of students for whom scholarships are established under the Family Empowerment Scholarship Program, beginning in specified school years; requiring the Department of Education to provide incentives to school readiness personnel and prekindergarten instructors who meet specified requirements, subject to the appropriation of funds for that purpose; revising requirements for materials assigned for use within dual enrollment courses; creating the Inclusive Transition and Employment Management Program; creating the Seal of Excellence in Advancing Literacy, etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

SB 2526 Health by Appropriations

Health; Providing an appropriation to the Board of Directors of the H. Lee Moffitt Cancer Center and Research Institute for a specified purpose; authorizing pharmacists and wholesalers employed by or under contract with forensic facilities managed by the Agency for Persons with Disabilities to import prescription drugs under the Canadian Prescription Drug Importation Program for dispensing to clients in such facilities; requiring that the Department of Children and Families' contracts with managing entities be made available on the department's website; deleting a requirement that the Agency for Health Care Administration collect and publish on its website certain data related to the retail prices of specified prescribed medicines, etc. APPROPRIATION: Indeterminate Effective Date: 7/1/2022

SB 2530 Motor Vehicle Title Fees by Appropriations

Motor Vehicle Title Fees; Requiring that a specified amount of certain excess motor vehicle title fee collections in any fiscal year be deposited into the Highway Safety Operating Trust Fund, etc. Effective Date: 7/1/2022

HB 5001 General Appropriations Act by Appropriations Committee

General Appropriations Act: Provides moneys for annual period beginning July 1, 2022, & ending June 30, 2023, & supplemental appropriations for period ending June 30, 2022, to pay salaries & other expenses, capital outlay—buildings & other improvements, & for other specified purposes of various agencies of state government. Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2022, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2022, then it shall operate retroactively to July 1, 2022.

HB 5003 Implementing the 2022-2023 General Appropriations Act by Appropriations Committee

Implementing the 2022-2023 General Appropriations Act: Implements specified appropriations of the General Appropriations Act for 2022-2023 fiscal year. Effective Date: July 1, 2022

HB 5005 Collective Bargaining by Appropriations Committee

Collective Bargaining: Providing for resolution in accordance with certain personnel rules of collective bargaining issues at impasse between the state and certified representatives of the bargaining units for state employees, etc. Effective Date: July 1, 2022

HB 5007 State-administered Retirement Systems by Appropriations Committee

State-administered Retirement Systems: Authorizes certain members to elect to participate in deferred retirement program for additional 36 months; revises required employer retirement contribution rates for each membership class & subclass of Florida Retirement System; revising allocations to investment plan member accounts. Effective Date: July 1, 2022

HB 5009 State Group Insurance Program by Appropriations Committee

State Group Insurance Program: Authorizing eligible former employees to participate in the state group insurance program; removing certain benefit levels for certain health plans; requiring cost savings to an enrollee to include a specified waiver, unless prohibited under certain tax laws; requiring the Division of State Group Insurance to establish and maintain, or contract with other entities to establish and maintain, a designated anti-fraud unit for certain purposes, to adopt an anti-fraud plan; specifying that eligible former employees may obtain certain health insurance coverage within a specified time after their separation from employment; providing requirements for certain health insurance coverage options; removing language that certain additional appropriations are considered a state contribution, which result in an increase in the state premium, etc. Effective Date: July 1, 2022

HB 5301 Capitol Complex by State Administration & Technology Appropriations Subcommittee

Capitol Complex : Prohibiting the construction and placement of a monument on the premises of the Capitol Complex unless the design and placement of such monument is approved by certain persons after considering the recommendations of certain entities; defining the term "Capitol Complex"; requiring the Department of Management Services to consult with the Governor and the Legislature before closing and reopening areas within the Capitol Complex during a declared state of emergency; prohibiting the department from closing or reopening areas within the Capitol Complex used for legislative business without the approval of the Legislature, etc. Effective Date: July 1, 2022

SB 7026 OGSF/Dependent Eligibility Verification Services by Governmental Oversight and Accountability

OGSF/Dependent Eligibility Verification Services; Designating the Department of Management Services, rather than the Division of State Group Insurance, as the entity that contracts for dependent eligibility verification services for the state group insurance program; authorizing the department or the contractor providing dependent eligibility verification services to require certain information from subscribers; revising the types of information that the department or a contractor providing eligibility verification services may require from subscribers in order to establish dependent eligibility for the state group insurance program, etc. Effective Date: 7/1/2022

HB 7029 Time Limitations for Preadjudicatory Juvenile Detention Care by Criminal Justice & Public Safety Subcommittee

Time Limitations for Preadjudicatory Juvenile Detention Care: Authorizes court to order child on supervised release detention care to comply with specified conditions; authorizes court to place child on supervised release detention care for any time period; provides exception; specifies time period for which court may order child to be held in secure detention care; authorizes extension of secure detention; requires specified findings; requires hearing to determine continued need for secure detention. Effective Date: July 1, 2022

SB 7034 Child Welfare by Children, Families, and Elder Affairs

Child Welfare; Revising payment rates for relative and nonrelative caregivers under the Relative Caregiver Program; revising and specifying room and board rates paid by the Department of Children and Families; revising fee waiver eligibility for students who are or were placed in the custody of a

relative or nonrelative to include certain students; creating a tuition and fee exemption for students who enter the custody of the department after a specified age and who are reunited with their parent or parents before reaching a specified age and after spending at least 18 months in out-of-home care, etc. Effective Date: 7/1/2022

SB 7036 Lifeline Telecommunications Service by Regulated Industries

Lifeline Telecommunications Service; Requiring a Lifeline service subscriber to present proof of continued eligibility to certain entities upon request; deleting provisions authorizing certain local exchange telecommunications companies and commercial mobile radio service providers to provide Lifeline service to customers who meet certain income requirements; revising the entities required to cooperate in the development of procedures for promoting the Lifeline service; authorizing certain participant information to be exchanged with the Federal Communications Commission or its designee, etc. Effective Date: 7/1/2022

SB 7044 Postsecondary Education by Education

Postsecondary Education; Authorizing the Board of Governors to adopt a regulation regarding post-tenure reviews for state university faculty; revising the maintenance requirements of, and information that must be included in, the statewide course numbering system; requiring the Board of Governors and State Board of Education to identify and determine accrediting agencies or associations best suited for public postsecondary institutions by a specified date; requiring Florida College System institutions and state universities, respectively, to post specified information relating to tuition and fee rates and proposed changes to such rates on their websites, etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

HB 7053 Statewide Flooding and Sea Level Rise Resilience by Environment, Agriculture & Flooding Subcommittee

Statewide Flooding and Sea Level Rise Resilience: Establishes Statewide Office of Resilience within EOG; provides for appointment of Chief Resilience Officer; requires DEP to submit report to Governor & Legislature; requires DOT to develop resilience action plan for State Highway System & submit plan & reports to Governor & Legislature; revises projects DEP may fund within Resilient Florida Grant Program; revises vulnerability assessment requirements for noncoastal communities; extends dates by which DEP must complete comprehensive statewide flood vulnerability & sea level rise data set & assessment; requires projects to be ranked in Statewide Flood & Sea Level Rise Resilience Plan; requires Florida Flood Hub for Applied Research & Innovation to provide tidal & storm surge flooding data to certain entities; revises requirements for copies of evaluation certificates that must be submitted to DEM. Effective Date: July 1, 2022

HB 7055 Cybersecurity by State Administration & Technology Appropriations Subcommittee

Cybersecurity: Requires state agencies & local governments to report cybersecurity & ransomware incidents; provides cybersecurity training requirements; requires after-action & other reports; prohibits certain entities from paying or otherwise complying with ransom demand; revises purpose & duties of Florida Cybersecurity Advisory Council; provides criminal penalties; requires person convicted of certain offenses to pay certain fine; requires deposit of certain moneys in General Revenue Fund. Effective Date: July 1, 2022

HB 7057 Pub. Rec. and Meetings/Cybersecurity by State Administration & Technology Appropriations Subcommittee

Pub. Rec. and Meetings/Cybersecurity: Providing an exemption from public records requirements for certain cybersecurity insurance information, critical infrastructure information, cybersecurity incident information, and certain cybersecurity-related information held by an agency; providing an exemption from public meetings requirements for portions of a meeting that would reveal certain cybersecurity-related information held by an agency; providing an exemption from public records requirements for such recordings and transcripts; providing retroactive application; authorizing the disclosure of confidential and exempt information under certain circumstances; providing a statement of public necessity, etc. Effective Date: on the same date that HB 7055 or similar legislation takes effect

HB 7065 Child Welfare by Children, Families & Seniors Subcommittee

Child Welfare: Requiring the Department of Children and Families and Department of Juvenile Justice to identify and meet the needs of dually-involved children within a specified timeframe; revising information that must be included in a transition plan; requiring prenatal and infant health care delivery programs to include certain father engagement activities; requiring the Department of Children and Families to contract for the development and implementation of the Responsible Fatherhood Initiative and to provide grants to community-based not-for-profit organizations to offer certain mentorship programs; designating the month of June as "Responsible Fatherhood Month", etc. Effective Date: July 1, 2022

HB 7071 Taxation by Ways & Means Committee

Taxation: Prohibiting counties from imposing requirements on borrowers other than requiring proof of the borrower's income; providing for the assessment of land used in the production of aquaculture to be based solely on its agricultural use; providing that real property includes certain portions; revising the military operations that qualify certain servicemembers for an additional ad valorem tax exemption; increasing the property tax exemption for residents who are widows, widowers, blind persons, or totally and permanently disabled persons; defining the term "residential improvement"; providing for an abatement of ad valorem taxes and non-ad valorem assessments for certain residential improvements destroyed due to a sudden and unforeseen collapse; exempting certain federal loans from documentary stamp taxes; exempting certain Formula One Grand Prix race admissions from the sales tax on admissions; exempting certain Daytona 500 race admissions from the sales tax on admissions; exempting from sales and use tax the retail sale of children's books during a specified timeframe; exempting from sales and use tax the retail sale of children's diapers during a specified timeframe, etc. Effective Date: July 1, 2022

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303 Johns Drive, Tallahassee, FL 32301 • (850) 251-3126 • Bill@HelmichConsulting.com

Helmich Consulting, Inc.

MEMORANDUM

To: David Sigerson
From: Helmich Consulting, Inc.
Date: July 10, 2022
RE: Town of Pembroke Park May – June Report

After the Legislative Session, I helped Mr. Sigerson review the many bills identified as affecting municipalities. In addition, I contacted the Governor's Office concerning the Town's Legislative Budget Requests.

In addition, Mr. Sigerson and I periodically confer on the annexation issue and discuss various strategies involving that issue and we reviewed any annexation activity during the legislative session.

I followed the redistricting process through the Special Session and we continued to discuss the political landscape for potential impact on the Town's agenda in considering that the Town would have a new State Senator and other potential impacts of the legislative and congressional redistricting on the political landscape of the State of Florida.

As previously reported, we continue to keep in close contact with the new House and Senate leadership and their teams on both sides to lend assistance where needed as well as staying in contact with Governor's office staff on our annexation concerns.

If you have any questions or need anything always feel free to reach out to me at Bill@helmichconsulting.com or 850-251-3126.



MEMORANDUM

DATE: May/June 2022

TO: The Mayor, Vice Mayor and Commissioners

FROM: Richard E. Coates, President
Tidewater Consulting, Inc.

SUBJECT: Regular Monthly Report for May/June 2022

This report covers the Month of May/June 2022.

Tidewater Consulting, Inc. Activities:

Over the past 2 months, we have continued to meet with and have discussions with Town team members, regarding the matters and needs that directly affect the Town. As always, we have engaged with varying members to continue talking about the needs of the Town of Pembroke Park on behalf of the Town, throughout the year

2023 Legislative Regular Session Date:

August 1, 2022 Deadline for filing claim bills (Senate Rule 4.81(2))
March 7, 2023 Regular Session convenes (Article III, section 3(b), State Constitution) 12:00 noon, deadline for filing bills for introduction (Senate Rule 3.7(1))
April 22, 2023 Motion to reconsider made and considered the same day (Senate Rule 6.4(4)) All bills are immediately certified (Senate Rule 6.8)
April 25, 2023 50th day – last day for regularly scheduled committee meetings (Senate Rule 2.9(2))
May 5, 2023 60th day – last day of Regular Session (Article III, section 3(d), State Constitution)

Legislation on Annexation: – Annexation of Property

Just as in previous years, we have been in touch with House and Senate members with regards to the annexation language with respect to the Town of Pembroke Park. We will always advise of updates and progress if anything should transpire in the coming months. We are constantly monitoring this matter as we know it is of high priority to the Town of Pembroke Park.

We will have a very busy year ahead of us as we gear up for what will be an exciting election season and session in 2023. Interim committee meetings will more than likely begin sometime in late November/early December 2022- depending on the election cycle. It will be important that we conduct our strategic planning in a timely manner on behalf of the Town.

Legislation/Budget Initiatives:

June 2, 2022, Governor Ron DeSantis signed the Freedom First budget for Fiscal Year 2022-2023 which prioritizes the freedoms of Floridians to live, work, and have successful businesses in the state. The budget totals \$109.9 billion and includes a record \$1.24 billion in tax relief for Floridians. Florida will have historic reserves at the end of Fiscal Year 2021-2022, totaling more than \$20 billion, and reserves for Fiscal Year 2022-2023 are estimated to begin the year at more than \$16 billion. Florida has record levels of reserves while continuing to make historic investments in education, infrastructure, and other programs. The budget reaffirms focus on infrastructure, law enforcement, environment and education. To maintain Florida's sound fiscal standing in the face of negative economic headwinds due to the pandemic and certain federal policies, Governor DeSantis vetoed \$3.1 billion in spending, setting a new state record by a wide margin.

Pembroke Park Legislative Program:

We are consistently and constantly working with all team members regarding alternative strategies for achieving our legislative objectives and for obtaining legislative funding for future projects, including securing grant money. We will need to prioritize our project list with regards to Appropriations for FY 2023-24. We will want to ensure that our proposed projects enhance a robust economic recovery, support vital services to residents, and continue to support environment, education, and public safety. We look forward to a team meeting prior to the next Town Workshop Commission Meeting.

Firm Representation/Background Note:

As previously mentioned, we are a stable office in Tallahassee and are able to monitor the activities of certain legislative movements throughout the year, and listen out for anything that might be beneficial or harmful to the Town. We continuously have public officials and members of the legislature that frequent the Tallahassee area even long after Session has concluded.

Tidewater has created a tradition of exceeding customer expectations. Our passion for providing an excellent customer experience is exemplified in every action of the process from proposal to client service delivery. The firm's members are uniquely qualified to represent clients through proven experience, unrivaled contacts in Florida's government and extensive ties to many areas throughout Florida. Tidewater has enjoyed an excellent relationship with the Town, and representing the needs of the community in both the Florida Legislative and Executive branch.

Legislative Tracking:

147 bills from the 2022 regular legislative session, and one bill from the 2022C special session, are slated to take effect July 1, 2022.

8 bills from the search results were excluded for the following reasons:

- Vetoed by governor:
 - **HB 0265 Value of Motor Vehicles Exempt from Legal Process**
 - **HB 0741 Net Metering**
 - **SB 1260 Independent Hospital Districts**

- **SB 1382 Tax Administration**
- **SB 1796 Dissolution of Marriage**
- **SB 2508 Environmental Resources**
- **SB 2512 Aircraft**
- **HB 5011 Inflation Fund**

2 bills with contingent effective dates from 2022 were included:

- 2022:
 - **HB 1445 OGSR/Dependent Eligibility Information/DMS**
 - **HB 7057 Pub. Rec. and Meetings/Cybersecurity**

1 bill from another session will also take effect July 1, 2022:

- 2022C:
 - **SB 0004C Independent Special Districts**

5 bills contain specific provisions that will also take effect on July 1, 2022:

- 2022D:
 - **SB 0002D Property Insurance**
- 2022
 - **HB 7027 The Judicial Branch**
- 2021A:
 - **SB 0004A Gaming Enforcement**
- 2021:
 - **HB 5011 Termination of the Lawton Chiles Endowment Fund**
 - **HB 7045 School Choice**



Broward County Sheriff's Office

West Park / Pembroke Park
 Captain Stephanie Coker
 Lieutenant Gerard Charles

PEMBROKE PARK MONTHLY STATISTICS

June 1-30, 2022

ARRESTS:

CALLS FOR SERVICE: 551

A.	NON 911 CALL	183
B.	911 CALL	301
C.	FIELD INITIATED CALL	67

ACCIDENT INVESTIGATION: 61

A.	HIT & RUN	10
B.	MINOR ACCIDENT	39
C.	ACCIDENT ROLLOVER/EXTRI.	03
D.	ACCIDENT HIGHWAY	03
E.	ACCIDENT WITH INJURIES	06

CITATIONS: 41

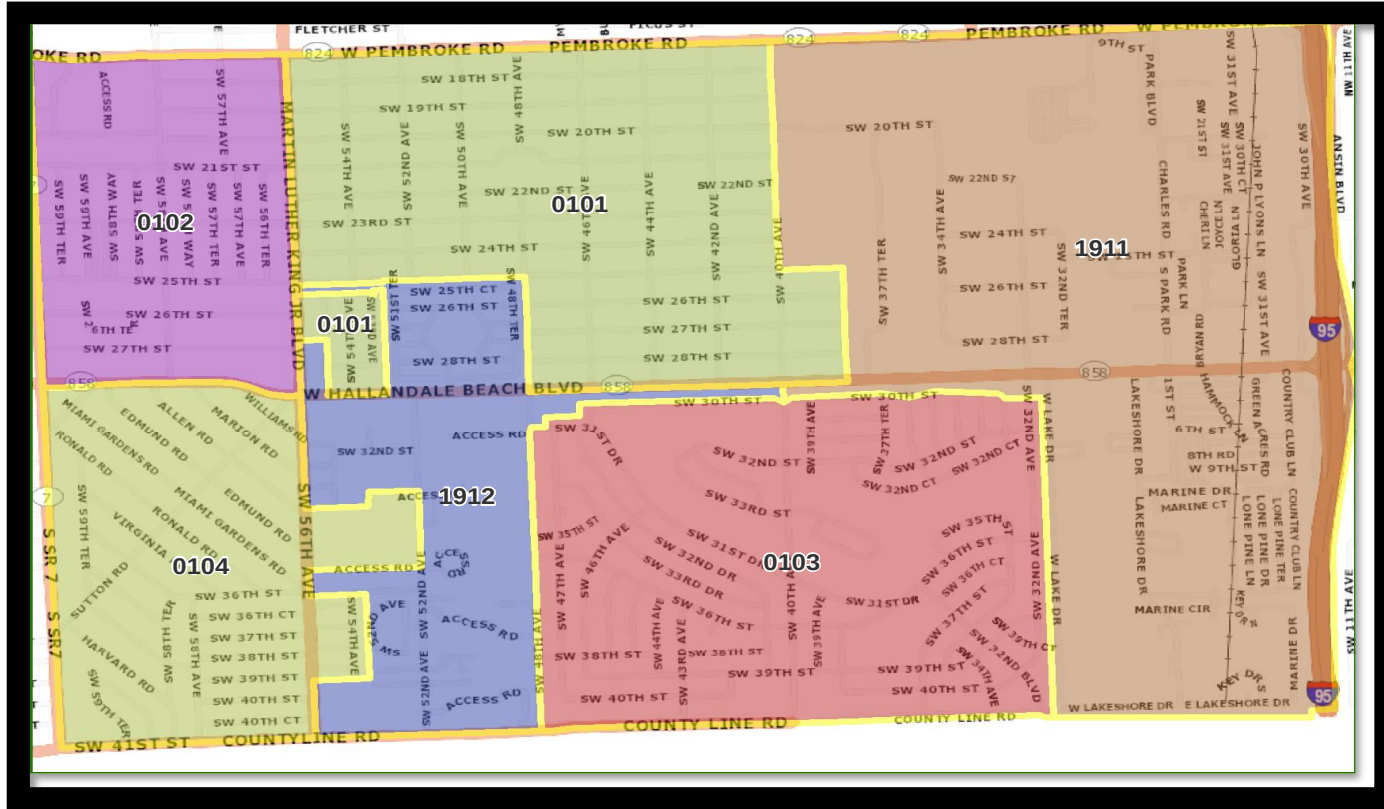
A.	UNIFORM TRAFFIC	40
B.	CRIMINAL	01

CLASSIFICATION	Total
AGG BATTERY W/DEADLY WEAP DOMESTIC VIOL	1
BURGL-CONVEYANCE UNOCCUPIED/UNARMED	3
CARRYING CONCEALED WEAPON-FIREARM	1
CONTRIB DELINQ MINOR-PARENT FAIL TO REQUIRE SCHOOL ATTENDANC	1
DAMAGE PROP-CRIM MISCH-OVER 200 DOLS UNDER 1000 DOLS	1
LARC-GRAND THEFT 750 LESS THAN 5K DOLS	2
LARC-PETIT THEFT 2ND DEGREE 1ST OFFENSE	1
POSSESSION OF WEAPON-OR AMMO BY CONVICTED FLA FELON	1
ROBBERY-NO FIREARM OR WEAPON	1
TOUCH OR STRIKE/BATTERY/DOMESTIC VIOL	2
TRAFFICKING IN FENTANYL 4 GRAMS LESS 14 GRAMS	1
WARRANT	1
WARRANT- POSSESSION OF FENTANYL W/I/D/S	1
Grand Total	17

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.



MOBILE HOMES MONTHLY PART 1 CRIMES June 1-30, 2022



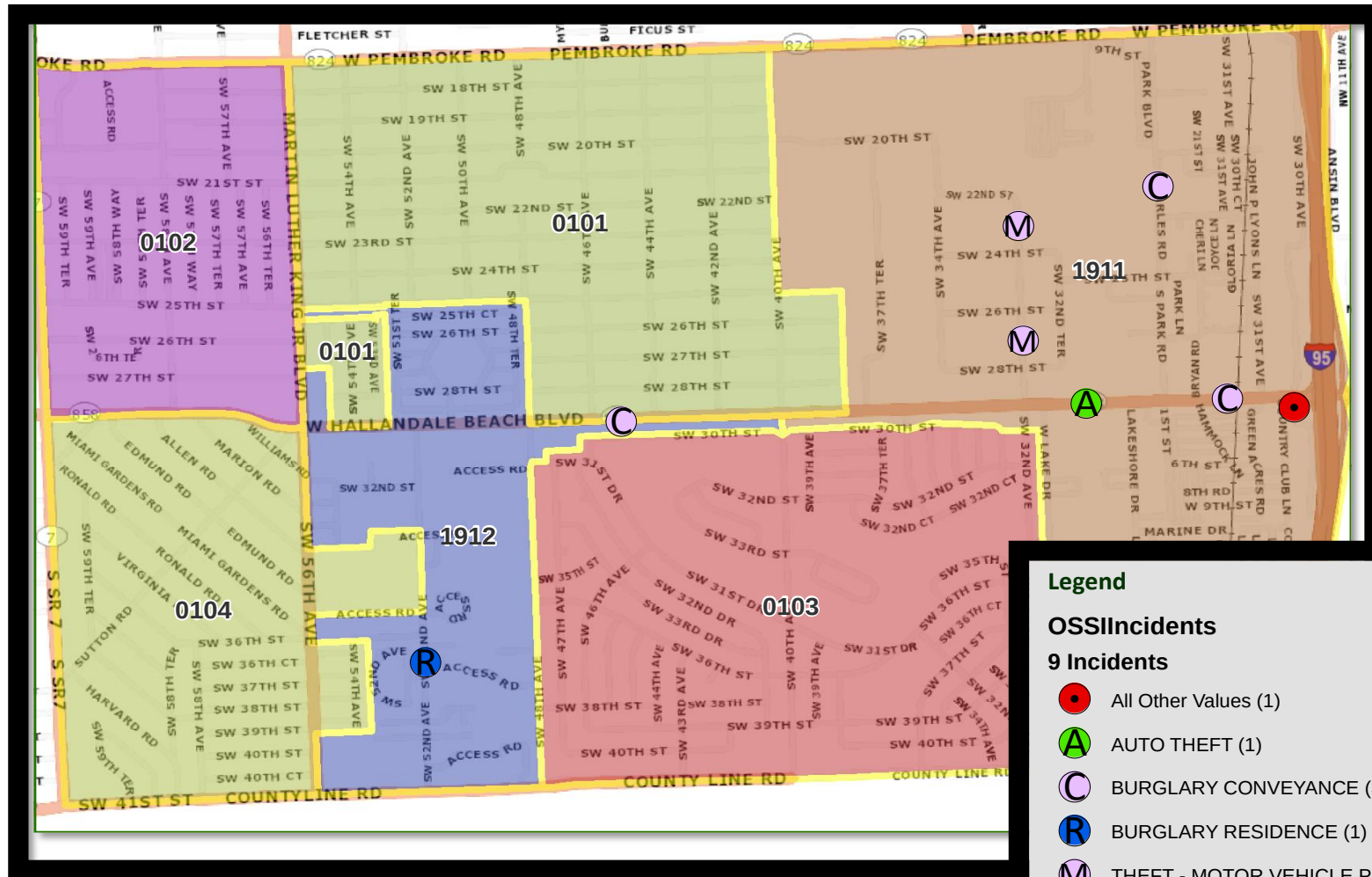
AUTO THEFTS -Other	0
CONVEYANCE BURGLARIES	0
RESIDENTIAL BURGLARIES	0
ROBBERIES	0

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.



INCIDENTS VIOLENT/PROPERTY PART 1 CRIMES

June 1-30, 2022



Legend

OSSI Incidents

9 Incidents

- All Other Values (1)
- AUTO THEFT (1)
- BURGLARY CONVEYANCE (3)
- BURGLARY RESIDENCE (1)
- THEFT - MOTOR VEHICLE PARTS (3)

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.



PEMBROKE PARK MONTHLY

PART 1 CRIMES

June 1-30, 2022



CASE NUMBER	CLASSIFICATION	START DATE	END DATE	DOW	ZONE	ADDRESS	NARRATIVE
192206000026	BURGLARY RESIDENCE	06/02/22 10:02AM	06/02/22 5:45PM	THUR	1912	3705 SW 52ND AV	TV, IPAD & LAPTOP TAKEN FROM RESIDENCE - NO SIGN OF FORCED ENTRY.
192206000029	AUTO THEFT	06/02/22 11:45PM	06/02/22 11:57PM	THUR	1911	3181 W HALLANDALE BEACH BLVD	VEHICLE, AND TWO FIREARMS TAKEN.
192206000089	BURGLARY BUILDING/STRUCTURE	06/04/22 7:00PM	06/06/22 10:50AM	UNK	1911	2930 SW 30TH AV	8 BOXES CONTAINING WETSUITS TAKEN.
192206000202	THEFT - MOTOR VEHICLE PARTS	06/10/22 11:30AM	06/11/22 2:30AM	FRI & SAT	1911	2301 SW 32ND AV	CATALYTIC CONVERTER TAKEN.
192206000188	BURGLARY CONVEYANCE	06/10/22 7:20PM	6/10/2022 7:42PM	FRI	1912	4500 W HALLANDALE BEACH BLVD	PURSE TAKEN - VEHICLE LEFT UNLOCKED.
192206000262	BURGLARY CONVEYANCE	06/13/22 1:00PM	06/14/22 8:30AM	MON & TUE	1911	2350 S PARK RD	WALLET TAKEN FROM VEHICLE - NO SIGN OF FORCED ENTRY.
192206000294	BURGLARY CONVEYANCE	06/16/22 9:30AM	06/16/22 11:30AM	THUR	1911	3131 W HALLANDALE BEACH BLVD	MEDICATION & CREDIT CARDS TAKEN FROM SCOOTER - SCOOTER'S CHAIR LEFT UNLOCKED.
192206000364	THEFT - MOTOR VEHICLE PARTS	06/19/22 6:00PM	06/20/22 8:00AM	SUN & MON	1911	2701 SW 32ND AV	3 CATALYTIC CONVERTERS TAKEN FROM VEHICLES.
192206000519	THEFT - MOTOR VEHICLE PARTS	06/29/22 6:00AM	06/29/22 6:00AM	WED	1911	2450 S PARK ROAD (not showing on map due to system glitch).	SUSPECT ATTEMPTED TO TAKE RIMS AND TIRES FROM VEHICLE (UNSUCCESSFUL).

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.

	A	B	C	D	E	F	G	H
1	IncidentNumber	SignalDesc	City	Zone	CreateTime	DispatchTin	ArrivalTime	ClosedTime
2	FPK22061300001062	MENTAL ILLNESS	PK	27A	6/13/2022	6/13/2022	6/13/2022	6/13/2022
3	FPK22062200001124	MENTAL ILLNESS	PK	27B	6/22/2022	1/1/0001	1/1/0001	6/22/2022
4	FPK22060500000996	CONFINED SPACE/STRUCTURE COLLAPSE	PK	27B	6/5/2022	6/5/2022	6/5/2022	6/5/2022
5	FPK22060700001024	CONFINED SPACE/STRUCTURE COLLAPSE	PK	27A	6/7/2022	6/7/2022	6/7/2022	6/7/2022
6	FPK22061200001058	ELECTRICAL UTILITY FIRE	PK	27B	6/12/2022	6/12/2022	6/12/2022	6/12/2022
7	FPK22062500001143	LIGHTNING STRIKE (INVESTIGATION)	PK	27B	6/25/2022	6/25/2022	6/25/2022	6/25/2022
8	FPK22061600001074	OUTSIDE FIRE	PK	27B	6/16/2022	6/16/2022	6/16/2022	6/16/2022
9	FPK22062300001130	OUTSIDE FIRE	PK	27B	6/23/2022	6/23/2022	6/23/2022	6/23/2022
10	FPK22060800001033	VEHICLE FIRE	PK	27Y2	6/8/2022	6/8/2022	6/8/2022	6/8/2022
11	FPK22060500001007	ASSAULT	WP	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022
12	FPK22061000001043	ASSAULT	PK	27A	6/10/2022	6/10/2022	6/10/2022	6/10/2022
13	FPK22062300001131	SUICIDE ATTEMPT	PK	27B	6/23/2022	6/23/2022	6/23/2022	6/23/2022
14	FPK22060300000981	SHOOTING	PK	27A	6/3/2022	6/3/2022	6/3/2022	6/3/2022
15	FPK22060300000985	SHOOTING	PK	27Y1	6/3/2022	6/3/2022	6/3/2022	6/3/2022
16	FPK22060300000988	SHOOTING	PK	27A	6/3/2022	6/3/2022	6/3/2022	6/3/2022
17	FPK22061500001070	FIGHT	PK	27B	6/15/2022	1/1/0001	1/1/0001	6/15/2022
18	FPK22062200001125	FIGHT	PK	27B	6/22/2022	1/1/0001	1/1/0001	6/22/2022
19	FPK22061300001061	DOMESTIC DISTURBANCE	PK	27B	6/13/2022	6/13/2022	6/13/2022	6/13/2022
20	FPK22062000001113	HIT & RUN ON HIGHWAY	PK	27Y2	6/20/2022	6/20/2022	6/20/2022	6/20/2022
21	FPK22062200001126	TRAFFIC ACCIDENT STANDBY	PK	27B	6/22/2022	6/22/2022	6/22/2022	6/22/2022
22	FPK22060400000994	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	6/4/2022	6/4/2022	6/4/2022	6/4/2022
23	FPK22060500001000	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022
24	FPK22060500001004	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	6/5/2022	6/5/2022	1/1/0001	6/5/2022
25	FPK22060900001035	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	6/9/2022	6/9/2022	6/9/2022	6/9/2022
26	FPK22061400001065	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	6/14/2022	6/14/2022	1/1/0001	6/14/2022
27	FPK22063000001163	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	6/30/2022	6/30/2022	6/30/2022	6/30/2022
28	FPK22063000001164	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	6/30/2022	6/30/2022	6/30/2022	6/30/2022
29	FPK22060400000993	FIRE ALARM	PK	27B	6/4/2022	6/4/2022	6/4/2022	6/4/2022
30	FPK22063000001165	FIRE ALARM	PK	27B	6/30/2022	6/30/2022	6/30/2022	6/30/2022
31	FPK22060500001003	FIRE ALARM - HIGH LIFE HAZARD	PK	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022

	A	B	C	D	E	F	G	H
32	FPK22060300000982	MEDICAL ALARM	PK	27B	6/3/2022	6/3/2022	6/3/2022	6/3/2022
33	FPK22061100001047	MEDICAL ALARM	PK	27A	6/11/2022	6/11/2022	6/11/2022	6/11/2022
34	FPK22061200001055	MEDICAL ALARM	PK	27A	6/12/2022	6/12/2022	6/12/2022	6/12/2022
35	FPK22061700001083	MEDICAL ALARM	PK	27B	6/17/2022	6/17/2022	6/17/2022	6/17/2022
36	FPK22061800001090	MEDICAL ALARM	PK	27A	6/18/2022	6/18/2022	6/18/2022	6/18/2022
37	FPK22060200000980	FIRE ALARM - RESIDENTIAL	PK	27B	6/2/2022	6/2/2022	6/2/2022	6/2/2022
38	FPK22060600001018	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y1	6/6/2022	6/6/2022	6/6/2022	6/6/2022
39	FPK22060800001026	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y2	6/8/2022	6/8/2022	1/1/0001	6/8/2022
40	FPK22061800001086	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y2	6/18/2022	1/1/0001	1/1/0001	6/18/2022
41	FPK22061800001093	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y1	6/18/2022	6/18/2022	6/18/2022	6/18/2022
42	FPK22060200000977	ACCIDENT HIGHWAY	PK	27Y1	6/2/2022	6/2/2022	6/2/2022	6/2/2022
43	FPK22060300000984	ACCIDENT HIGHWAY	PK	27Y1	6/3/2022	6/3/2022	6/3/2022	6/3/2022
44	FPK22060300000987	ACCIDENT HIGHWAY	PK	27Y2	6/3/2022	6/3/2022	1/1/0001	6/3/2022
45	FPK22060400000991	ACCIDENT HIGHWAY	PK	27Y1	6/4/2022	6/4/2022	6/4/2022	6/4/2022
46	FPK22060600001008	ACCIDENT HIGHWAY	PK	27Y1	6/6/2022	6/6/2022	6/6/2022	6/6/2022
47	FPK22060600001009	ACCIDENT HIGHWAY	PK	27Y1	6/6/2022	6/6/2022	6/6/2022	6/6/2022
48	FPK22060600001014	ACCIDENT HIGHWAY	PK	27Y1	6/6/2022	6/6/2022	6/6/2022	6/6/2022
49	FPK22060600001015	ACCIDENT HIGHWAY	PK	27Y1	6/6/2022	1/1/0001	1/1/0001	6/6/2022
50	FPK22060600001019	ACCIDENT HIGHWAY	PK	27Y1	6/6/2022	6/6/2022	6/6/2022	6/6/2022
51	FPK22060800001030	ACCIDENT HIGHWAY	PK	27Y2	6/8/2022	6/8/2022	6/8/2022	6/8/2022
52	FPK22061000001042	ACCIDENT HIGHWAY	PK	27Y2	6/10/2022	6/10/2022	6/10/2022	6/10/2022
53	FPK22061400001064	ACCIDENT HIGHWAY	PK	27Y2	6/14/2022	6/14/2022	6/14/2022	6/14/2022
54	FPK22061700001080	ACCIDENT HIGHWAY	PK	27Y1	6/17/2022	6/17/2022	6/17/2022	6/17/2022
55	FPK22061700001082	ACCIDENT HIGHWAY	PK	27Y1	6/17/2022	6/17/2022	6/17/2022	6/17/2022
56	FPK22061800001085	ACCIDENT HIGHWAY	PK	27Y2	6/18/2022	6/18/2022	6/18/2022	6/18/2022
57	FPK22061800001091	ACCIDENT HIGHWAY	HW	27Y1	6/18/2022	6/18/2022	1/1/0001	6/18/2022
58	FPK22061800001092	ACCIDENT HIGHWAY	PK	27Y1	6/18/2022	6/18/2022	6/18/2022	6/18/2022
59	FPK22061900001100	ACCIDENT HIGHWAY	HW	27Y2	6/19/2022	6/19/2022	6/19/2022	6/19/2022
60	FPK22061900001101	ACCIDENT HIGHWAY	PK	27Y2	6/19/2022	6/19/2022	6/19/2022	6/19/2022
61	FPK22062000001104	ACCIDENT HIGHWAY	PK	27Y2	6/20/2022	6/20/2022	6/20/2022	6/20/2022
62	FPK22062000001115	ACCIDENT HIGHWAY	PK	27Y1	6/20/2022	6/20/2022	6/20/2022	6/20/2022

	A	B	C	D	E	F	G	H
63	FPK22062000001116	ACCIDENT HIGHWAY	PK	27Y1	6/20/2022	6/20/2022	6/20/2022	6/20/2022
64	FPK22062200001120	ACCIDENT HIGHWAY	PK	27Y2	6/22/2022	6/22/2022	6/22/2022	6/22/2022
65	FPK22062200001123	ACCIDENT HIGHWAY	PK	27Y2	6/22/2022	6/22/2022	6/22/2022	6/22/2022
66	FPK22062300001129	ACCIDENT HIGHWAY	PK	27Y1	6/23/2022	6/23/2022	6/23/2022	6/23/2022
67	FPK22062300001133	ACCIDENT HIGHWAY	PK	27Y1	6/23/2022	6/23/2022	6/23/2022	6/23/2022
68	FPK22062400001135	ACCIDENT HIGHWAY	PK	27Y1	6/24/2022	6/24/2022	6/24/2022	6/24/2022
69	FPK22060500000997	ACCIDENT WITH INJURIES	PK	27B	6/5/2022	6/5/2022	6/5/2022	6/5/2022
70	FPK22060800001029	ACCIDENT WITH INJURIES	PK	27B	6/8/2022	6/8/2022	6/8/2022	6/8/2022
71	FPK22060900001037	ACCIDENT WITH INJURIES	PK	27Y2	6/9/2022	6/9/2022	6/9/2022	6/9/2022
72	FPK22061100001050	ACCIDENT WITH INJURIES	PK	27Y1	6/11/2022	6/11/2022	6/11/2022	6/11/2022
73	FPK22061800001089	ACCIDENT WITH INJURIES	PK	27Y1	6/18/2022	6/18/2022	6/18/2022	6/18/2022
74	FPK22062000001105	ACCIDENT WITH INJURIES	PK	27Y2	6/20/2022	1/1/0001	1/1/0001	6/20/2022
75	FPK22062100001118	ACCIDENT WITH INJURIES	PK	27Y1	6/21/2022	1/1/0001	1/1/0001	6/21/2022
76	FPK22062300001128	ACCIDENT WITH INJURIES	PK	27A	6/23/2022	6/23/2022	6/23/2022	6/23/2022
77	FPK22060500000999	ABDOMINAL PAIN	PK	27B	6/5/2022	6/5/2022	6/5/2022	6/5/2022
78	FPK22061900001097	ABDOMINAL PAIN	PK	27B	6/19/2022	6/19/2022	6/19/2022	6/19/2022
79	FPK22062400001139	ABDOMINAL PAIN	PK	27A	6/24/2022	6/24/2022	6/24/2022	6/24/2022
80	FPK22060500001002	ALLERGIC REACTION	PK	27B	6/5/2022	6/5/2022	6/5/2022	6/5/2022
81	FPK22060600001013	CHOKING	PK	27A	6/6/2022	6/6/2022	6/6/2022	6/6/2022
82	FPK22062900001156	CHOKING	PK	27B	6/29/2022	6/29/2022	6/29/2022	6/29/2022
83	FPK22061100001051	CHEST PAINS NON-TRAUMATIC	PK	27B	6/11/2022	6/11/2022	6/11/2022	6/11/2022
84	FPK22061400001067	CHEST PAINS NON-TRAUMATIC	PK	27A	6/14/2022	6/14/2022	6/14/2022	6/14/2022
85	FPK22061600001076	CHEST PAINS NON-TRAUMATIC	PK	27B	6/16/2022	6/16/2022	6/16/2022	6/16/2022
86	FPK22062000001102	CHEST PAINS NON-TRAUMATIC	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
87	FPK22062200001127	CHEST PAINS NON-TRAUMATIC	PK	27B	6/22/2022	6/22/2022	6/22/2022	6/23/2022
88	FPK22062400001138	CHEST PAINS NON-TRAUMATIC	PK	27A	6/24/2022	6/24/2022	6/24/2022	6/24/2022
89	FPK22062700001152	CHEST PAINS NON-TRAUMATIC	PK	27B	6/27/2022	6/27/2022	6/27/2022	6/27/2022
90	FPK22062800001155	CHEST PAINS NON-TRAUMATIC	PK	27A	6/28/2022	6/28/2022	6/29/2022	6/29/2022
91	FPK22060800001032	DIABETIC	PK	27A	6/8/2022	6/8/2022	6/8/2022	6/8/2022
92	FPK22062400001137	DIABETIC	PK	27A	6/24/2022	6/24/2022	6/24/2022	6/24/2022
93	FPK22063000001168	DIABETIC	PK	27Y2	6/30/2022	6/30/2022	6/30/2022	6/30/2022

	A	B	C	D	E	F	G	H
94	FPK22062100001119	EXPOSURE HEAT OR COLD	PK	27B	6/21/2022	6/21/2022	6/21/2022	6/21/2022
95	FPK22060900001036	FALL NO INJURY	PK	27B	6/9/2022	6/9/2022	6/9/2022	6/9/2022
96	FPK22061800001084	FALL NO INJURY	PK	27A	6/18/2022	6/18/2022	6/18/2022	6/18/2022
97	FPK22062700001148	FALL NO INJURY	PK	27A	6/27/2022	6/27/2022	6/27/2022	6/27/2022
98	FPK22060100000975	FALL INJURY	PK	27B	6/1/2022	6/1/2022	6/1/2022	6/1/2022
99	FPK22060300000989	FALL INJURY	PK	27B	6/3/2022	6/3/2022	6/3/2022	6/3/2022
100	FPK22060600001010	FALL INJURY	PK	27A	6/6/2022	6/6/2022	6/6/2022	6/6/2022
101	FPK22060700001021	FALL INJURY	PK	27A	6/7/2022	6/7/2022	6/7/2022	6/7/2022
102	FPK22060700001023	FALL INJURY	PK	27A	6/7/2022	6/7/2022	6/7/2022	6/7/2022
103	FPK22060800001027	FALL INJURY	PK	27A	6/8/2022	6/8/2022	6/8/2022	6/8/2022
104	FPK22061000001040	FALL INJURY	PK	27A	6/10/2022	6/10/2022	6/10/2022	6/10/2022
105	FPK22061200001052	FALL INJURY	PK	27A	6/12/2022	6/12/2022	6/12/2022	6/12/2022
106	FPK22061200001054	FALL INJURY	PK	27A	6/12/2022	6/12/2022	6/12/2022	6/12/2022
107	FPK22061200001057	FALL INJURY	PK	27B	6/12/2022	6/12/2022	6/12/2022	6/12/2022
108	FPK22061200001060	FALL INJURY	PK	27A	6/12/2022	6/12/2022	6/13/2022	6/13/2022
109	FPK22061900001098	FALL INJURY	PK	27A	6/19/2022	6/19/2022	6/19/2022	6/19/2022
110	FPK22062000001117	FALL INJURY	PK	27A	6/20/2022	6/20/2022	6/20/2022	6/20/2022
111	FPK22062500001142	FALL INJURY	PK	27A	6/25/2022	6/25/2022	6/25/2022	6/25/2022
112	FPK22062600001146	FALL INJURY	PK	27A	6/26/2022	6/26/2022	6/26/2022	6/26/2022
113	FPK22062800001153	FALL INJURY	PK	27A	6/28/2022	6/28/2022	6/28/2022	6/28/2022
114	FPK22062900001158	FALL INJURY	PK	27B	6/29/2022	6/29/2022	6/29/2022	6/29/2022
115	FPK22062900001160	FALL INJURY	PK	27A	6/29/2022	6/29/2022	6/29/2022	6/29/2022
116	FPK22060900001038	HEMORRHAGE OR LACERATION	PK	27A	6/9/2022	6/9/2022	6/9/2022	6/9/2022
117	FPK22061100001045	HEMORRHAGE OR LACERATION	PK	27A	6/11/2022	6/11/2022	6/11/2022	6/11/2022
118	FPK22061700001081	HEMORRHAGE OR LACERATION	PK	27B	6/17/2022	6/17/2022	6/17/2022	6/17/2022
119	FPK22062900001161	HEMORRHAGE OR LACERATION	PK	27A	6/29/2022	6/29/2022	6/29/2022	6/29/2022
120	FPK22062000001103	HEART PROBLEMS	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
121	FPK22060800001034	INJURY	PK	27B	6/8/2022	6/8/2022	6/8/2022	6/8/2022
122	FPK22060500001006	OBSTETRICAL/PREGNANCY/CHILDBIRTH/MIS	PK	27A	6/5/2022	6/5/2022	1/1/0001	6/5/2022
123	FPK22063000001162	OVERDOSE OR POISONING	PK	27A	6/30/2022	6/30/2022	6/30/2022	6/30/2022
124	FPK22060300000983	UNCONSCIOUS OR FAINTING	PK	27Y2	6/3/2022	6/3/2022	6/3/2022	6/3/2022

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125	FPK22060400000992	UNCONSCIOUS OR FAINTING	PK	27A	6/4/2022	6/4/2022	6/4/2022	6/4/2022
126	FPK22060400000995	UNCONSCIOUS OR FAINTING	PK	27A	6/4/2022	6/4/2022	6/4/2022	6/4/2022
127	FPK22060600001011	UNCONSCIOUS OR FAINTING	PK	27B	6/6/2022	6/6/2022	1/1/0001	6/6/2022
128	FPK22060600001016	UNCONSCIOUS OR FAINTING	PK	27B	6/6/2022	6/6/2022	6/6/2022	6/6/2022
129	FPK22060800001028	UNCONSCIOUS OR FAINTING	PK	27B	6/8/2022	6/8/2022	6/8/2022	6/8/2022
130	FPK22060800001031	UNCONSCIOUS OR FAINTING	PK	27A	6/8/2022	6/8/2022	6/8/2022	6/8/2022
131	FPK22061000001044	UNCONSCIOUS OR FAINTING	PK	27A	6/10/2022	6/10/2022	6/10/2022	6/10/2022
132	FPK22061400001066	UNCONSCIOUS OR FAINTING	PK	27A	6/14/2022	6/14/2022	6/14/2022	6/14/2022
133	FPK22061600001075	UNCONSCIOUS OR FAINTING	PK	27B	6/16/2022	6/16/2022	6/16/2022	6/16/2022
134	FPK22061800001088	UNCONSCIOUS OR FAINTING	PK	27A	6/18/2022	6/18/2022	6/18/2022	6/18/2022
135	FPK22062000001108	UNCONSCIOUS OR FAINTING	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
136	FPK22062000001111	UNCONSCIOUS OR FAINTING	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
137	FPK22062400001134	UNCONSCIOUS OR FAINTING	PK	27B	6/24/2022	6/24/2022	6/24/2022	6/24/2022
138	FPK22062600001147	UNCONSCIOUS OR FAINTING	PK	27A	6/26/2022	6/26/2022	6/26/2022	6/26/2022
139	FPK22062700001149	UNCONSCIOUS OR FAINTING	PK	27A	6/27/2022	6/27/2022	6/27/2022	6/27/2022
140	FPK22060100000974	SICK PERSON	PK	27A	6/1/2022	6/1/2022	6/1/2022	6/1/2022
141	FPK22060200000979	SICK PERSON	PK	27A	6/2/2022	6/2/2022	6/2/2022	6/2/2022
142	FPK22060300000986	SICK PERSON	PK	27A	6/3/2022	6/3/2022	6/3/2022	6/3/2022
143	FPK22060500000998	SICK PERSON	PK	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022
144	FPK22060500001001	SICK PERSON	PK	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022
145	FPK22060500001005	SICK PERSON	PK	27A	6/5/2022	6/5/2022	6/5/2022	6/5/2022
146	FPK22060700001025	SICK PERSON	PK	27B	6/7/2022	6/7/2022	6/7/2022	6/8/2022
147	FPK22061000001039	SICK PERSON	PK	27B	6/10/2022	6/10/2022	6/10/2022	6/10/2022
148	FPK22061000001041	SICK PERSON	PK	27A	6/10/2022	6/10/2022	6/10/2022	6/10/2022
149	FPK22061100001048	SICK PERSON	PK	27B	6/11/2022	6/11/2022	1/1/0001	6/11/2022
150	FPK22061100001049	SICK PERSON	PK	27A	6/11/2022	6/11/2022	6/11/2022	6/11/2022
151	FPK22061500001071	SICK PERSON	PK	27A	6/15/2022	6/15/2022	6/15/2022	6/15/2022
152	FPK22061500001073	SICK PERSON	PK	27A	6/15/2022	6/15/2022	1/1/0001	6/15/2022
153	FPK22061600001077	SICK PERSON	PK	27A	6/16/2022	6/16/2022	6/16/2022	6/16/2022
154	FPK22061600001078	SICK PERSON	PK	27A	6/16/2022	6/16/2022	6/16/2022	6/16/2022
155	FPK22061700001079	SICK PERSON	PK	27A	6/17/2022	6/17/2022	6/17/2022	6/17/2022

	A	B	C	D	E	F	G	H
156	FPK22061900001096	SICK PERSON	PK	27A	6/19/2022	6/19/2022	6/19/2022	6/19/2022
157	FPK22062000001107	SICK PERSON	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
158	FPK22062000001109	SICK PERSON	PK	27A	6/20/2022	6/20/2022	6/20/2022	6/20/2022
159	FPK22062200001122	SICK PERSON	PK	27B	6/22/2022	6/22/2022	6/22/2022	6/22/2022
160	FPK22062300001132	SICK PERSON	PK	27B	6/23/2022	6/23/2022	6/23/2022	6/23/2022
161	FPK22062500001141	SICK PERSON	PK	27A	6/25/2022	6/25/2022	6/25/2022	6/25/2022
162	FPK22062600001145	SICK PERSON	PK	27A	6/26/2022	6/26/2022	6/26/2022	6/26/2022
163	FPK22062900001159	SICK PERSON	PK	27B	6/29/2022	6/29/2022	6/29/2022	6/29/2022
164	FPK22063000001166	SICK PERSON	PK	27A	6/30/2022	6/30/2022	6/30/2022	6/30/2022
165	FPK22061500001072	STROKE	PK	27A	6/15/2022	6/15/2022	6/15/2022	6/15/2022
166	FPK22062200001121	STROKE	PK	27A	6/22/2022	6/22/2022	6/22/2022	6/22/2022
167	FPK22062700001151	STROKE	PK	27A	6/27/2022	6/27/2022	6/27/2022	6/27/2022
168	FPK22063000001167	STROKE	PK	27A	6/30/2022	6/30/2022	6/30/2022	6/30/2022
169	FPK22060100000971	SEIZURE	PK	27B	6/1/2022	6/1/2022	6/1/2022	6/1/2022
170	FPK22060600001020	SEIZURE	PK	27A	6/6/2022	6/6/2022	6/6/2022	6/6/2022
171	FPK22061200001059	SEIZURE	PK	27A	6/12/2022	6/12/2022	6/12/2022	6/12/2022
172	FPK22061900001095	SEIZURE	PK	27A	6/19/2022	6/19/2022	6/19/2022	6/19/2022
173	FPK22061900001099	SEIZURE	PK	27A	6/19/2022	6/19/2022	6/19/2022	6/19/2022
174	FPK22062500001140	SEIZURE	PK	27A	6/25/2022	6/25/2022	1/1/0001	6/25/2022
175	FPK22060200000978	TROUBLE BREATHING	PK	27B	6/2/2022	6/2/2022	6/2/2022	6/2/2022
176	FPK22060300000990	TROUBLE BREATHING	PK	27A	6/3/2022	6/3/2022	6/3/2022	6/3/2022
177	FPK22060600001012	TROUBLE BREATHING	PK	27A	6/6/2022	6/6/2022	6/6/2022	6/6/2022
178	FPK22060600001017	TROUBLE BREATHING	PK	27A	6/6/2022	6/6/2022	6/6/2022	6/6/2022
179	FPK22060700001022	TROUBLE BREATHING	PK	27A	6/7/2022	6/7/2022	6/7/2022	6/7/2022
180	FPK22061200001053	TROUBLE BREATHING	PK	27A	6/12/2022	6/12/2022	6/12/2022	6/12/2022
181	FPK22061300001063	TROUBLE BREATHING	PK	27B	6/13/2022	6/13/2022	6/13/2022	6/13/2022
182	FPK22061400001068	TROUBLE BREATHING	PK	27A	6/14/2022	6/14/2022	6/14/2022	6/14/2022
183	FPK22061500001069	TROUBLE BREATHING	PK	27B	6/15/2022	6/15/2022	6/15/2022	6/15/2022
184	FPK22062000001110	TROUBLE BREATHING	PK	27A	6/20/2022	6/20/2022	6/20/2022	6/20/2022
185	FPK22062500001144	TROUBLE BREATHING	PK	27A	6/25/2022	6/25/2022	6/25/2022	6/25/2022
186	FPK22062700001150	TROUBLE BREATHING	PK	27B	6/27/2022	6/27/2022	6/27/2022	6/27/2022

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187	FPK22062800001154	TROUBLE BREATHING	PK	27A	6/28/2022	6/28/2022	6/28/2022	6/28/2022
188	FPK22062900001157	TROUBLE BREATHING	PK	27B	6/29/2022	6/29/2022	6/29/2022	6/29/2022
189	FPK22061100001046	UNKNOWN MEDICAL	PK	27Y2	6/11/2022	6/11/2022	1/1/0001	6/11/2022
190	FPK22062000001112	UNKNOWN MEDICAL	PK	27A	6/20/2022	6/20/2022	6/20/2022	6/20/2022
191	FPK22062000001114	UNKNOWN MEDICAL	PK	27B	6/20/2022	6/20/2022	6/20/2022	6/20/2022
192	FPK22062400001136	UNKNOWN MEDICAL	PK	27B	6/24/2022	6/24/2022	6/24/2022	6/24/2022
193	FPK22060200000976	FIRE OR MEDICAL SERVICE CALL	PK	27B	6/2/2022	6/2/2022	6/2/2022	6/2/2022
194	FPK22061800001087	FIRE OR MEDICAL SERVICE CALL	PK	27A	6/18/2022	6/18/2022	6/18/2022	6/18/2022
195	FPK22061900001094	FIRE OR MEDICAL SERVICE CALL	PK	27B	6/19/2022	6/19/2022	6/19/2022	6/19/2022
196	FPK22060100000972	ANIMAL BITE	PK	27B	6/1/2022	1/1/0001	1/1/0001	6/1/2022
197	FPK22060100000973	ANIMAL BITE	PK	27B	6/1/2022	6/1/2022	6/1/2022	6/1/2022
198								
199		S25 FIRE	7					
200		S4 VEHICLE ACCIDENT	41					
201		S49 ALARM	16					
202		S67 MEDICAL	129					
203		S68 SERVICE CALL	3					
204								
205		TOTAL	196					

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AGENDA ITEM REPORT



To: Commision Information
Subject: MONTHLY STATUS REPORT – JUNE 2022
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

ATTACHMENTS:

[22-012](#)
[Monthly Status Report 062022](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-012

DATE: June 10, 2022
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **MONTHLY STATUS REPORT – JUNE 2022**

At this time, I would like to submit the attached Building Department Monthly Status Report for the above referenced period.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

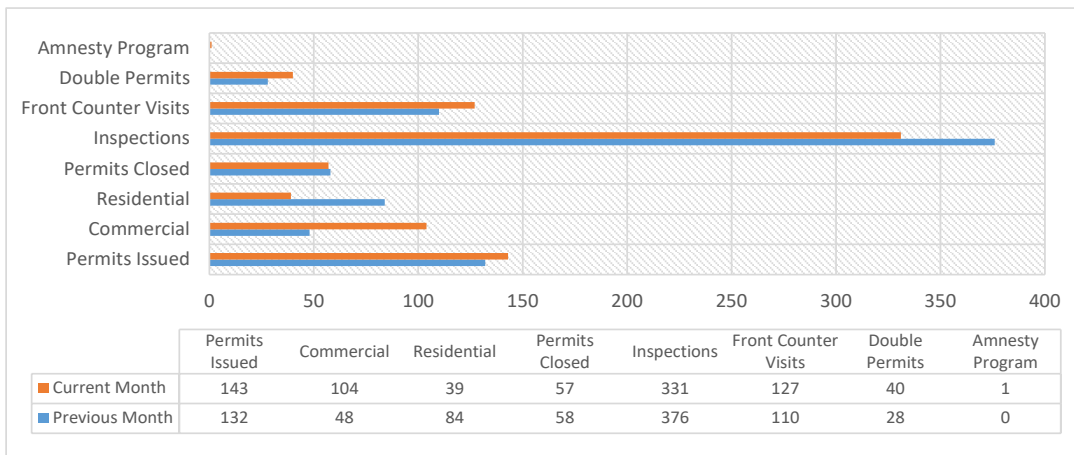
Monthly Status Report

June 2022

Summary:

The Building Department staff continues to excel in our external and internal customer service.

By the numbers:



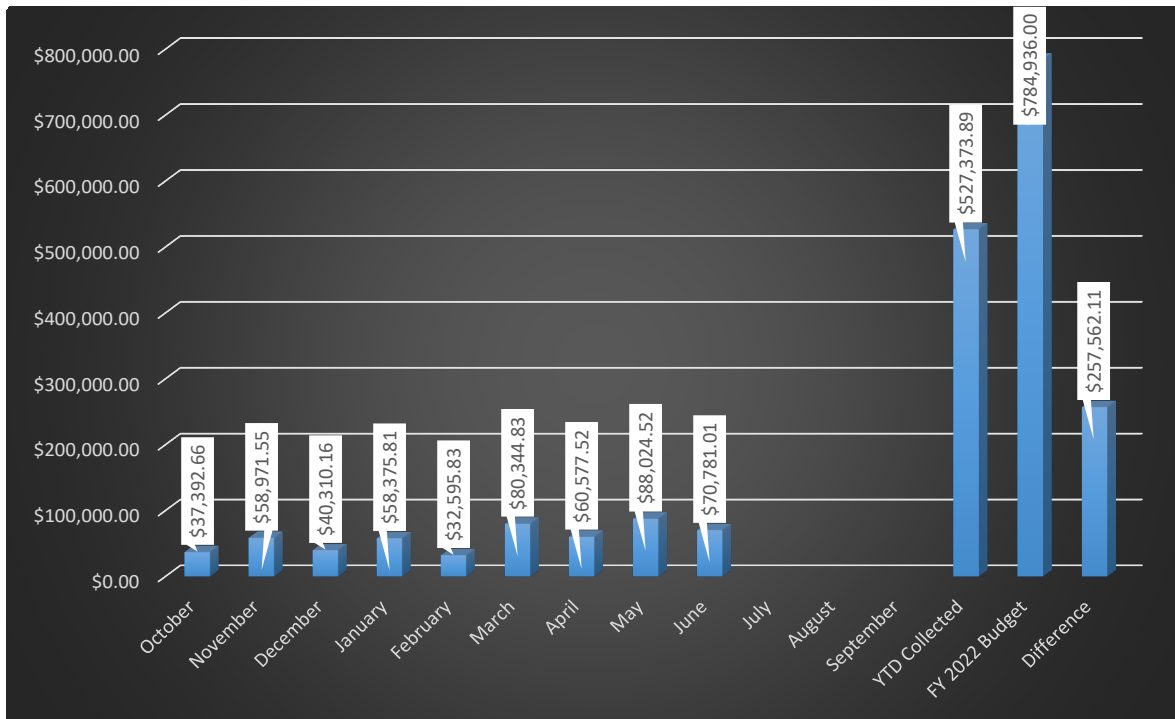
As noted above, during this reporting period some categories, have experienced an increased, while others have been reduced, which is a normal fluctuation from month to month, as observed in the above chart. In addition, disciplines inspections were as follows:

Structural = 189, Mechanical = 28, Electrical = 46, Plumbing = 68: Total of **331 Inspections**.

Further, the started Amnesty Program, have received **01 applications** on the reporting period from different areas of the town for a total of 34 applicants. Thus, outreach is continuing for any potential applicant's information about the program.

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected \$88,024.52, and it's our impression, that the Building Department is on track to match/break even with our current Fiscal Year budget; see chart below for trend graphical information:



Large Construction Projects Summary:

	Not Started		In Progress		No Action		Completed
--	-------------	--	-------------	--	-----------	--	-----------

Status / Commissioner District	Project	Description	Notes
Seneca Town Center			
1	Building 1	Warehouse Building	Building is completely occupied
1	Building 2	Building Shell (Structure)	Received the latest responses to our corrections, and currently is in the process of plans review by all required disciplines. In

			addition, a clear and grubbing permit was issued.
1	Building 3	Building Shell (Structure)	Submitted for Plans Review and waiting for resubmittal after comments were rendered. In addition, a clear and grubbing permit was issued.
1	Building 5	Building Shell (Structure)	Submitted for Plans Review and waiting for resubmittal after comments were rendered.
Other projects at different areas within the Town			
1	Coca-Cola 3262 Pembroke Road	Various Improvements (Continuous)	Currently under the inspections and additional applications for various permit process.
1	Seneca Town Center 3195 W HBB	Wawa, Hospital and Storage Building	Currently, we have issued the full site work, and currently we have received the Wawa Building for review and waiting for their comment's resubmittal.
4	Magnolia Townhomes 3711-3715 SW 52 Avenue	47 Townhomes	Currently, in the process of obtaining their DRC, and the Initial Development Permit (underground/clear and grubbing); Further the existing 3 homes have been demolished and permit closed.
4	Pembroke Oakes SW 52 Avenue and WHBB	7 Buildings (120 Residential units and 5000 SF Commercial)	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).
5	Pembroke Villas 4945 SW 41 Street	28 Townhomes	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).
4	Pembroke Plaza 4250 W HBB	Shopping Center Building	Certificate of Completion (CC) Issued, and <u>three</u> Tenants were issued the Certificate of Occupancy (CO).

4	Duplex 5500 SW 32 Court	Newest Duplex Residential Building	Completed
4	O'Reilly's 4700 W HBB	Auto part store	Submitted for Plans Review for review cycle and waiting for resubmittal after comments were rendered (per our constant meeting, we expect that this will be the last review cycle and ready for permit issuance)
4	Car Wash 3301 W HBB	Automatic Car Wash Building	Submitted for Plans Review for review cycle and waiting for resubmittal after comments were rendered. In addition, we have issued the clear and grubbing permit and expecting the full site to be issued, immediately after Broward County release (still waiting on Broward County)

Additional Comments:

In addition to the above reported items, the Building Department has processed numerous additions, renovations, alterations, and accessory structures for the Townhomes (TH); Minor Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior accessories, and new installations.

AGENDA ITEM REPORT



To: Commision Information
Subject: Addition to Noise Ordinance (Chapter 17)
Meeting:
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

Allows for a waiver during construction

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[noise ordinance-2022](#)

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING "CHAPTER 17 – NOISE" OF TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 17 of the Town's Code must be updated to facilitate more efficient and less intrusive construction and development within the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and promotes the public health, safety, and general welfare of its citizenry to update "Chapter 17 – NOISE" of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 17 NOISE. Chapter 17 is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 17-3. Sound level limitations.

* * *

(b) The following are exempt from the sound level limits of subsection (a):

- (1) Noise from emergency signaling devices;

Page 1 of 3

- (2) Sound from church bells and chimes when a part of a religious observance or service;
- (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.
- (4) A limited exemption shall be allowed in cases of urgent necessity in the interest of public health and safety for ~~No~~ noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays, subject to the limitations set forth below:

a. ~~provided~~ all motorized equipment used in such activity shall~~are~~ be equipped with functioning mufflers; and

b. a permit issued by the Building Official not to exceed three days (and which may be renewed in three day increments) shall be issued for such work if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours referenced above.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To: Commision Information
Subject: UNSAFE STRUCTURES BOARD
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-010 USB](#)
[UNSAFE STRUCTURES BOARD_2022 R \(002\)](#)

	Status:
Miguel Nunez, Building Official	Approved - Jul 19 2022
Christian Noel, Accounts Payable	Approved - Jul 20 2022
Melissa Anderson, Town Attorney	Approved - Jul 20 2022
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-010

DATE: June 28, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice Mayor
Hon. William Hodgkins, Clerk Commissioner

TO: Juan C. Jimenez, Town Manager

TO: Melissa Anderson, esq., Town Attorney

FROM: Miguel A. Núñez, Chief Building Official *MN*

RE: UNSAFE STRUCTURES BOARD

At this time, I would like to request the commission to authorize the formation of the Unsafe Structures Board, as outlined in the Florida Building Code, Broward County Administrative Provisions ("FBC-BCAP") §116 <see exhibit "A">. This board will assist in the determination and declaration of the unsafe buildings, structures and equipment as outlined in the FBC-BCAP 116 as determined by the Building Official.

In addition, would like to inform that the members of this proposed board are appointed by the Town Commission as the Town's Appointing Authority, and they will serve on the specified term as per the above-mentioned code.

Furthermore, it's the intent to have this board meet in an as-needed-basis and location to be determined, once the selection and quorum is established.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-010.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-010.docx)

sis of the specific problem. BORA may establish Panels of Industry, either standing or temporary, for technical analysis of specific subjects.

113.13 Reciprocity.

113.13.1 BORA shall have the authority to meet with similarly constituted and authorized boards for the purposes of discussion, decision, and similar matters of area-wide industry concern.

113.13.2 Decisions of the majority of all members at joint meetings as referred to herein, shall not be binding on BORA. The decisions of joint meetings with other boards may be accepted or rejected or accepted with modifications.

113.14 Review of Board Decisions.

113.14.1 Any person aggrieved by a decision of BORA, whether or not a previous party to the decision, may file an appeal pursuant to Section 553.775(3)(c), Florida Statutes. Appeals of decisions within the review jurisdiction of the Florida Building Commission shall be to the Florida Building Code in the manner prescribed in the referenced statute. Review of other decisions of BORA shall be as provided in the Florida Rules of Appellate Procedure for judicial review of administrative action.

113.15 Amendments to Code.

113.15.1 The provisions of the SFBC, Broward Local Amendments to FFPC, and the FBC as applicable to Broward County, shall be amended only by BORA and only to the extent and in the manner specified in this Code, and in Section 553.73(4), Florida Statutes. For fire code related amendments see FFPC and Section 633.202, Florida Statutes.

113.15.2 Neither the Broward County Board of County Commissioners nor any municipality within Broward County may enact any ordinance in conflict with Chapter 71-575, as amended, the Florida Building Code, or the SFBC.

(Amend. of 11-10-21(5), eff. 11-22-21)

Section 114 Violations

114.1 Violations and Penalties. Any person, firm, or corporation, who violates a provision of this Code, or FFPC or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof dur-

ing which any violation of any of the provisions of this Code or FFPC is committed or continued, and upon conviction of any such violation, such person shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment not exceeding sixty (60) days, or by both such fine and imprisonment.

Section 115 Stop Work Order

115.1 Authority. Whenever the Building Official or Fire Chief finds any work regulated by this Code being performed in a manner either contrary to the provisions of this Code or dangerous or unsafe, the Building Official or Fire Chief is authorized to issue a stop work order. See also Sections 105.4, 105.6, 111.4, and 112.3.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the job site in a conspicuous location. Upon issuance of a stop work order, the cited work shall immediately cease by such persons. The stop work order shall state the reason for the order, and the work that is required to correct a violation or unsafe condition.

115.3 Unlawful continuance. Any person who continues any work after having been served with a stop work order, shall be subject to penalties as prescribed by law.

Exception: Work required to correct a violation or unsafe condition.

Section 116 Unsafe Structures and Equipment

116.1 General.

116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

116.1.2 Incomplete buildings or structures commenced without a permit or the permit for which

has expired, or completed buildings or structures
commenced without a permit or the permit for which

expired prior to completion and no Certificate of Occupancy has been issued, shall be presumed and deemed unsafe.

116.1.3 Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the Building Official and as provided in this Code, provided that where replacement, repair, alteration or demolition is required on Buildings or structures within the purview of the applicable Minimum Housing Code, the provisions of such Code shall be complied with and shall control.

116.1.4 A permit shall be issued for the demolition of any unsafe building or structure in accordance with Section 105.18 of this Code.

116.2 Criteria. When any one (1) of the following conditions exist, a building may be deemed unsafe or a fire hazard:

116.2.1 Physical Criteria.

116.2.1.1 A Building shall be deemed a fire hazard and/or unsafe when:

116.2.1.1.1 It is vacant, unguarded and open at doors or windows.

116.2.1.1.2 There is an unwarranted accumulation of dust, debris or other combustible material therein.

116.2.1.1.3 The building condition creates hazards with respect to means of egress and fire protection as provided herein for the particular occupancy.

116.2.1.2 A building shall be deemed unsafe when:

116.2.1.2.1 There is a failure, hanging loose or loosening of any siding, block, brick, or other building material.

116.2.1.2.2 There is a deterioration of the structure or structural parts.

116.2.1.2.3 The building is partially destroyed.

116.2.1.2.4 There is an unusual sagging or leaning out of plumb of the Building or any parts of the building and such effect is caused by deterioration or over-stressing.

116.2.1.2.5 The electrical or mechanical installations or systems create a hazardous condition in violation of this Code.

116.2.1.2.6 An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

116.2.1.2.7 Swimming pools that contain stagnant water are deemed unsanitary and dangerous to human life and public welfare and shall be presumed and deemed unsafe.

116.2.1.2.8 By reason of use or Occupancy the area, height, type of construction, fire-resistivity, means of egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and Group of Occupancy.

116.2.1.2.9 Any mobile home that is being modified in violation of Department of Highway safety and motor vehicles Florida Administrative Code section 15C-2.0081 may be deemed unsafe or a fire hazard.

116.2.1.3 A Building, or part thereof, shall be presumed to be unsafe if:

116.2.1.3.1 The construction, installation of electrical, plumbing or other equipment therein or thereon, or the partial construction or installation of equipment has been commenced or completed without a permit therefore having been obtained or the permit therefore expired prior to completion and a Certificate of Occupancy issued.

116.2.1.3.2 By reason of illegal or improper use, occupancy, or maintenance does not comply with this Code or the Code in effect at the time of construction or the applicable Minimum Housing Code.

116.2.2 Valuation Criteria.

116.2.2.1 If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof exceeds fifty

(50) percent of its value, such building shall be demolished and removed from the premises. If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof does not exceed fifty (50) percent of such replacement cost, such building or structure may be repaired and made safe, as provided in the FBC Existing Building.

116.2.2.2 If the cost of structural repair or structural replacement of an unsafe building or structure or part thereof exceeds thirty-three (33) percent of the structural value such building or structure or part thereof shall be demolished and removed from the premises; and if the cost of such structural repairs does not exceed thirty-three (33) percent of such replacement cost, such building or structure or part thereof may be structurally repaired and made safe, as provided in FBC Existing Building.

116.2.2.3 In order to determine the value of a building or structure and the cost of alterations, repairs and replacement, the guides and standards provided in the FBC Existing Buildings shall apply.

116.2.2.4 An Exception to the above percentages may be recognized provided:

116.2.2.4.1 The owner of property has the ways and means to complete the work.

116.2.2.4.2 All imminent danger has been removed from the site.

116.2.2.4.3 All applicable Zoning regulations are met.

116.2.2.4.4 All applicable requirements of other departments and agencies are met.

116.2.2.4.5 Criteria noted in FBC Existing Building are followed.

116.2.2.4.6 Any remaining portion of the structure to be used in rebuilding is certified as safe by an Engineer or Architect.

116.3 Inspection of Unsafe Buildings and Structures. The Building Official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe Building or structure as defined in this Section, the Building Official shall post the property concerned and shall furnish the owner of such Building or structure with written notice, the manner of posting and furnishing of written notice is provided hereinafter.

116.4 Posting. The Building Official shall post a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

"UNSAFE BUILDING." This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of this Code.

This Building Shall Be Vacated — Shall Not Be Occupied. Action shall be taken by the owner as further prescribed by written notice previously served. This Notice Shall Not Be Removed Except By The Building Official. Date _____

116.5 Emergency Action.

116.5.1 When in the opinion of the Building Official, there is actual or immediate danger of the failure or the collapse of a building or structure, or there is a health, windstorm or fire hazard, he or she may order the occupants to vacate, temporarily close for use or occupancy the rights-of-way thereto, sidewalks, streets or adjacent buildings or nearby area and institute such other temporary safeguards, including securing posting and demolition of the building or structure, as he or she may deem necessary under the circumstances, and may employ the necessary labor and materials to perform the required work as expeditiously as possible.

116.5.2 Costs incurred in the performance of such emergency work shall be paid by the appropriate governmental authority and upon the recording in the public records of this County a certificate executed by the Building Official, certifying the amount so expended and why expended, the same shall become a lien against the property involved.

116.6 Notice of Violation. The Building Official shall give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address. If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed

to commence with the date such notice is so affixed. This written notice shall state the defects which constitute a violation of this Section and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time to be ten (10) business days, subject to reasonable extension when requested in writing, for reasons which the Building Official considers justifying an extension of time. All such extensions of time shall be by written approval of the Building Official. In addition, this written notice will explain the right of appeal of the decision of the Building Official to the Unsafe Structures and Housing Appeals Board, and also advise that unless there is compliance with the instructions in the Notice of Violation or an appeal is filed that a public hearing before the Unsafe Structures and Housing Appeals Board will be initiated by the Building Official after time for compliance has expired.

116.7 Recording of Notice of Violation.

116.7.1 If the owner of the property concerned has not complied with the requirements as stated in the Notice of Violation within the time stipulated or has not appealed the action of the Building Official as stated in the Notice of Violation within the time specified, the Building Official may file an appropriate instrument in the office of the Clerk of the Circuit Court, to be recorded in the public records of this County, indicating that violations of this Code, and of Section 116 thereof, exist upon the property involved.

116.7.2 The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgages, lessees and all persons claiming or acquiring interest in said property.

116.7.3 When the violation specified in the Notice of Violation has been corrected, the Building Official shall file for record a certificate certifying that the violation has been corrected, upon being paid for the filing fees incurred.

116.8 Appeal and Review. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board, if such appeal is filed prior to the expiration of the time allowed for

compliance specified in such notice; provided, in no event shall appeal period be less than ten (10) business days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures and Housing Appeals Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structures and Housing Appeals Board shall conduct a public hearing on the matter. The procedure for the serving of and the form of notice is provided hereinafter.

116.9 Notice of Public Hearing. If the owner, or other parties having an interest do not comply with the terms of the Notice of Violation and do not file an appeal within the time stipulated, the Building Official shall then apply for a public hearing to be conducted by the Unsafe Structures and Housing Appeals Board, and the Secretary of the Unsafe Structures and Housing Appeals Board shall notify all parties in interest of the time and place of such public hearing on the matter. The procedure for the serving and the form of notice shall be the same as in the case where an appeal has been filed by the owner or other parties in interest and such procedure and form of notice shall be as set forth hereinafter.

116.9.1 When an appeal has been properly filed, or when the public hearing is initiated by the Building Official, as provided herein, the Secretary of the Unsafe Structures and Housing Appeals Board shall issue a notice in the Board's name, requiring the owner of record and all parties having an interest to appear before the Board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service thereof, and show cause why the decision of the Building Official should not be carried out.

116.9.2 As many alias and pluries notices may be issued as may be necessary.

116.9.3 Service of such notices shall be certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy

thereof in a newspaper published in this County, such publication to be for two (2) times one (1) week apart.

116.9.4 The time for appearing and showing cause as aforesaid, and a description of the property shall be as set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication thereof.

116.9.5 Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

116.10 Public Hearing.

116.10.1 On the day established in the notice of public hearing the Board shall review all pertinent evidence and hear all testimony from the Building Official, the owner and other parties in interest and their respective witnesses.

116.10.2 The Board may modify, rescind, or uphold the decision of the Building Official as recited in the Notice of Violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents debris and abandoned property from the premises, all within the time stipulated in the order by the Board.

116.10.3 Such order shall be entered in the minute book of the Board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner and all parties in interest by registered or certified mail and a copy thereof posted on the premises.

116.10.4 If the owner or those responsible shall fail to comply with the order of the Board within the time stipulated therein, and such order is to repair, or secure the building to make safe, then the Building Official shall cause such building to be vacated, if occupied, and shall through his or her employees or through a contractor making the lowest responsible bid, secure the building or structure.

116.10.5 If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the Building Official may

do so thereafter through his or her employees or through a contractor making the lowest responsible bid.

116.10.6 The Building Official may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

116.10.7 If no bids are received for such salvage or contents the Building Official may destroy that for which no bids are received.

116.10.8 Advertisement calling for bids shall be published by the Building Official one (1) time in a newspaper published in the County.

116.11 Recovery of Cost.

116.11.1 The entire costs incurred pursuant to Section 116.5 to Section 116.10 of this Code shall be paid by the owner or occupant of the premises or by the person who caused or maintained the violation.

116.11.2 The Building Official shall file among his or her records an affidavit stating with fairness and accuracy the items of expense and the date of execution of actions authorized by Section 116.5 or Section 116.10 of this Code.

116.11.3 The enforcing agency may institute a suit to recover such expenses against any liable person or may cause such expenses to be charged against the property as a lien or as a special assessment collectable according to established procedures.

116.11.4 Except with respect to a lien imposed for expenses incurred in demolition, nothing herein shall be construed as placing a lien upon property which supersedes the lien of any mortgage on such property executed and recorded prior to the existence of a lien authorized herein.

116.11.5 Any costs incurred pursuant to Section 116.5 or Section 116.10 of this Code which result in demolition of unsafe buildings, structures or equipment shall be a lien prior in dignity to all liens, excepting county tax liens and liens of equal dignity with county tax liens.

116.12 Review. Any person aggrieved by a decision of the Unsafe Structure Board may seek judicial review of that decision in accordance with the Florida Appellate Rules.

116.13 Unsafe Structures Board. The Unsafe Structures Board is hereby created, consisting of nine (9) members who shall be appointed by the Appointing Authority. All professional members of the Unsafe Structures Board should be registered and licensed in the State of Florida. In the event the Appointing Authority cannot find a properly qualified resident of the area under its jurisdiction, it may by majority vote of its membership, appoint a qualified non-resident of the specific categories or professions required.

116.13.1 Qualification of Members. Members of the Board shall be permanent residents of the area under the jurisdiction of the Appointing Authority, who possess outstanding reputations for civic activity, interest, integrity, responsibility, and business or professional ability. The composition and representative membership of the Board shall be as follows: an Engineer, an Architect, a General Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and a Citizen with experience and background in social problems.

116.13.2 Terms of Office. In order that the terms of office of all members of the Board shall not expire at the same time, the initial appointments to the Board shall be as follows: Three (3) members for the term of two (2) years, three (3) members for the term of three (3) years, and three (3) members for the term of four (4) years. Thereafter, all appointments shall be for the term of three (3) years, provided that the term in all instances shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the Board.

116.13.3 Organization of the Board.

116.13.3.1 The members of the board shall elect a Chairman and a Vice Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Board. Election of officers shall be held at the first meeting after February First, and such officers shall hold office for one (1) year.

116.13.3.2 Five (5) members of the Board shall constitute a quorum necessary to hold a meeting or take any action.

116.13.3.3 A majority vote of the Board membership present and voting at a duly consti-

tuted meeting shall be sufficient to overrule, modify or affirm any action or decision of the Building Official or to take any other action within the scope of the power and duties of the Board.

116.13.3.4 Members shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the performance of their Official duties, upon approval by the legislative body adopting this Code.

116.13.3.5 No member of the Board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

116.13.3.6 The Building Official, or his or her designee, shall be the Secretary of the Board but shall have no vote.

116.13.3.7 The Chairman or the Secretary may call meetings of the Board, and meetings may be called by written notice signed by three (3) members of the Board.

116.13.3.8 Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

116.13.3.9 All hearings shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

116.13.3.10 Witnesses may be sworn and subpoenaed by the Board in a like manner as they are subpoenaed by the court or courts in the County in which this Code is adopted.

116.13.3.11 The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

116.13.3.12 Hearsay evidence may be used for the purpose of supplementing or explaining

any direct evidence but shall not be sufficient itself to support a finding unless it would be admissible over objection in civil actions.

116.13.3.13 The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions; and irrelevant and unduly repetitious evidence shall be excluded.

116.13.3.14 The Board may establish rules and regulations for its own procedure.

116.13.3.15 The Building Official shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the Board for the proper performance of its duties, and shall maintain a record of all proceedings in the office of the Building Official, and shall make available for copying any and all portions of the record of the proceeding and may certify the same as a true copy and make a reasonable charge therefore.

116.13.3.16 The Building Official shall provide a regular meeting place for the Board.

116.13.4 Duties and Powers of the Board. The board shall have the following duties, functions, powers, and responsibilities:

116.13.4.1 Hear and determine appeals from actions and decisions of the Building Official pursuant to the provisions thereof.

116.13.4.2 Hear and review the application of the Building Official for review of his action where his decision as indicated in a Notice of Violations has not been complied with.

116.13.4.3 Affirm, modify, or reverse the decision of the Building Official upon appeal or on application for review.

116.13.4.4 The Board, through its Secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the appointing authority in the event that authority shall consider the matter pursuant to applicable law in that regard made and provided.

116.13.4.5 Hear and determine appeals from actions and decisions of the enforcing agency pursuant to the provisions of the applicable Minimum Housing Code.

116.14 Duties of Legal Counsel. It shall be the duty of the attorney for the appointing authority, when so requested, to appear at all hearings before the Unsafe Structures Board and to represent and advise the Board.

116.15 Conflict of Interest. No Building Official, Board Member or employee charged with the enforcement of this law shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any Building Official, board member or employee give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

116.16 Alternative Board. As an alternative to use of its own Unsafe Structures Board, any municipality in Broward County may utilize by means of an applicable inter-local agreement, the Unsafe Structures Board of Broward County or that of another municipality located within Broward County.

Section 117 Powers and Duties of the Floodplain Administrator; Delegation, Administration, Enforcement, and Variances

117.1 Scope. In accordance with Section 553.73, Florida Statutes, the appointing Authority of Broward County or the Municipalities may delegate the authority to enforce the floodplain provisions of the Florida Building Code to a Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof.

117.2 Intent. A Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof, as designated, is authorized and directed to administer and enforce the flood provisions of the FBC and any adopted flood hazard ordinances. The designated authority shall delegate such duties and assignments as may be deemed necessary to carry out provisions of the FBC and any adopted flood hazard ordinances, to render interpretations consistent with the intent and purpose of these codes and may estab-

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING ARTICLE VII "UNSAFE BUILDINGS" WITHIN "CHAPTER 5 – BUILDINGS AND BUILDING REGULATION" OF TOWN'S CODE BY ADDING A SECTION ESTABLISHING THE TOWN'S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article VII Unsafe Buildings, Chapter 5 Buildings and Building

Page 1 of 9

Regulation. Article VIII Unsafe Buildings, Chapter 5 Buildings and Building Regulations is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 5-127. Establishment of Unsafe Structures Board and Legislative intent.

It is the intent of the Town Commission of the Town of Pembroke Park to protect the health, safety, and welfare of its citizens when they use or occupy buildings located within the town's corporate limits by establishing the Town of Pembroke Park Unsafe Structures Board.

Sec. 5-128. Qualification of members; terms of office; organization.

(a) Qualification of members. The unsafe structures board shall consist of nine (9) members appointed by the town commission. Members of the unsafe structures board shall be permanent residents of the town who possess outstanding reputations for civic activity, interest, integrity, responsibility and business or professional responsibility. All professional members of the board shall be registered and licensed by the state and county, when applicable. Members shall be appointed by the town commission and the representative membership of the board shall be as follows:

- (1) A registered engineer;
- (2) A registered architect;
- (3) A general contractor;
- (4) An electrical contractor;
- (5) An attorney at law;
- (6) A plumbing contractor;
- (7) A real estate appraiser;
- (8) A real estate property manager; and
- (9) A citizen with experience and background in the field of social problems.

In the event the commission cannot find properly qualified residents, the town commission may appoint a qualified nonresident within the specific categories or professions required. As an alternative to appointing board members or in the event the board is unable to meet or convene for any reason, the Building Official may use the Broward County Unsafe Structures Board to hear and dispose of cases brought by the town's building official.

(b) Terms of office. In order that the terms of office of all the members of the unsafe structures board shall not expire at the same time, the initial appointments to the board shall be as follows:

- (1) Three (3) members for the term of two (2) years;

(2) Three (3) members for the term of three (3) years; and

(3) Three (3) members for the term of four (4) years.

Thereafter, all appointments shall be for the term of three (3) years, provided that the term of office, in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the board.

(c) Organization.

(1) The members of the unsafe structures board shall elect a chairperson and a vice-chairperson and such other officers as may be deemed necessary or desirable, who shall serve at the will of the board. Election of officers shall be held annually at the first meeting after February first, and such officers shall hold office for one (1) year.

(2) Five (5) members of the board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the building official or to take any other action within the scope of the powers and duties of the board.

(5) No member of the board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

(6) The building official, or a designee, shall be the secretary of the board but shall have no vote.

(7) The chairperson or the secretary may call meetings of the board, and meetings may be called by written notice signed by three (3) members of the board.

(8) Minutes and records shall be kept of all meetings of the board, and all meetings shall be public.

(9) All hearings by the board shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

(10) Witnesses may be sworn and subpoenaed by the board in a like manner as they are subpoenaed by the courts in the county.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(13) The board may establish rules and regulations for its own procedure.

(14) The town shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the board for the

proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the town clerk, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the record of the proceedings and may certify the same as a true copy and make a reasonable charge therefore; provided, the court reporter shall certify the copy of his or her transcript.

(15) The town shall provide a regular meeting place for the board.

Sec. 5-129. Duties and powers; conflict of interest; duties of legal counsel.

(a) *Duties and powers.* The powers and duties of the unsafe structures board shall be as follows:

- (1) Hear and determine appeals from actions and decisions of the building official.
- (2) Hear and review the application of the building official for review of his or her action where his or her decision, as indicated in a notice of violation, has not been complied with.
- (3) Affirm, modify or reverse the decision of the building official upon appeal or on application for review.
- (4) Through its secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the court in the event of an appeal.
- (5) Hear and determine appeals from actions and decisions of the building official and building department pursuant to the provisions of the applicable minimum housing code.
- (6) All other duties and powers provided for in the Florida Building Code, and Florida Building Code Broward Edition, as amended from time to time.

(b) *Conflict of interest.* No official, board member or employee of the town charged with the enforcement of this article shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee of the town give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

(c) *Duties of legal counsel.* It shall be the duty of the town attorney or their designee, when so requested, to appear at all hearings before the unsafe structures board and to represent and advise the board.

Sec. 5-130. Inspection of unsafe buildings and structures; notice of violation; posting; recording of notice of violation.

(a) *Inspection of unsafe building and structures.* The building official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe building or structure, the building official shall post the property concerned and shall furnish the owner of such building or structure with written notice in the manner provided for in subsection (b) below.

(b) *Notice of violation.* The building official shall, at least ten (10) Business days prior to posting an unsafe building, give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address.

(1) If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed to commence with the date such notice is so affixed.

(2) This written notice shall state the defects which constitute a violation of this section or the Florida Building Code, Florida Building Code Broward County Edition, or both, and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time shall be reasonable under the particular circumstances involved, subject to reasonable extension when requested in writing, for reasons which the building official considers justifying an extension of time. All such extensions of time shall be by written approval of the building official.

(3) In addition, this written notice shall explain the right of appeal of the decision of the building official to the unsafe structures board, and also advise that unless there is compliance with the instructions in the notice of violation or an appeal is filed that a public hearing before the unsafe structures board will be initiated by the building official after the time for compliance has expired.

(c) Posting. The building official shall post, but not before ten (10) Business days after the notice of violation hereinafter provided has been served, a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

UNSAFE BUILDING. This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of the Florida Building Code, Broward County Edition, and Chapter 5 of the Town's Code. This building SHALL BE VACATED—SHALL NOT BE OCCUPIED. Action shall be taken by the owner as further prescribed by written notice previously served. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL. DATE _____.

(d) Recording of notice of violation.

(1) If the owner of the property concerned has not complied with the requirements as stated in the notice of violation within the time stipulated or has not appealed the action of the building official as stated in the notice of violation within the time specified, the building official may file an appropriate instrument in the office of the clerk of the court, to be recorded in the public records of the county, indicating that violations of the Florida Building Code, Broward County Edition, and of Section 116 thereof, and Chapter 5 of this Code, exist upon the property involved.

(2) The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgagees, lessees and all persons claiming or acquiring interest in such property.

(3) When the violation specified in the notice of violation has been corrected, the building official shall file a document in the public records of the county certifying that the violation has been corrected upon payment of the filing fees by the property owner.

Sec. 5-131. Appeal procedure; notice of public hearing.

(a) Procedure. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a notice of violation has been served by the building official, may appeal the decision of the building official as stated in the notice of violation to the unsafe structures board. Such an appeal shall be filed prior to the expiration of the time allowed for compliance specified in such notice; provided, however that in no event shall the appeal period be less than ten (10) Business days.

(1) Such appeal shall be in writing, addressed to the secretary of the unsafe structures board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the building official to be in error.

(2) Upon receipt of the appeal, the secretary of the board shall proceed to notify all parties in interest as to the time and place the unsafe structures board shall conduct a public hearing on the matter. The procedure for the serving of, and the form of notice is provided for in subsection (b) below

(b) Notice of public hearing.

(1) If the owner or other parties having an interest in the property do not comply with the terms of the notice of violation and do not file an appeal within the time stipulated, the building official shall then apply for a public hearing to be conducted by the unsafe structures board, and the secretary of the unsafe structures board shall notify all parties in interest of the time and place of such public hearing on the matter.

(2) The procedure for the serving, and the form of notice shall be the same in the case where an appeal has been filed by the owner or other parties in interest and such procedure and the form of notice shall be as set forth below:

(3) When an appeal has been properly filed, or when the public hearing is initiated by the building official, as provided herein, the secretary of the unsafe structures board shall issue a notice in the board's name, requiring the owner of record and all parties having an interest to appear before the board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service of the notice, and show cause why the decision of the building official should not be carried out.

(4) Service of such notices shall be by certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy thereof in a newspaper published in Broward County, such publication to be two (2) times, one (1) week apart.

(5) The time for appearing and showing cause as aforesaid, and a description of the property shall be set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication of the notice.

(6) Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

(c) Conduct of public hearing.

(1) On the day established in the notice of public hearing the unsafe structures board shall review all pertinent evidence and hear all testimony from the building official, the owner and other parties in interest and their respective witnesses.

(2) The board, by the issuance of a written order, may modify, rescind, or uphold the decision of the building official as recited in the notice of violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises, all within the time stipulated in the order by the board.

(3) Such order shall be entered in the minute book of the board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner, and all parties in interest by registered mail, and a copy thereof posted on the premises.

(4) If the owner or those responsible shall fail to comply with the order of the board within the time stipulated therein, and such order is to repair, or secure the building to make it safe, then the town shall cause such building to be vacated, if occupied, and shall through the town or through a contractor making the lowest responsible bid, secure the building or structure.

(5) If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the town may do so thereafter through the town or through a contractor making the lowest responsible bid.

(6) The town may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

(7) If no response to bids are received for such salvage or contents the town may destroy that for which no bids are received.

(8) Bids shall be secured as provided for in the Town's procurement code which requirements may be waived by the town commission for good cause.

(d) Judicial review. Any person aggrieved by a decision of the unsafe structures board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

(e) Standards.

(1) Determination. Buildings or structures that are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable minimum housing code, or which have been

substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.

(2) Action required. Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the building official and as provided in this article, provided that where replacement, repair, alteration or demolition is required on buildings or structures within the purview of the applicable minimum housing code, the provisions of such code shall be complied with and shall control.

(3) Criteria. The criteria set out in section 116 of the Florida Building Code, Broward County Edition, as amended, shall be used by the building official in determining an unsafe building.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent

of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To: Town Mayor & Commission
Subject: Code Enforcement Monthly Report - June 2022
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department:
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

BACKGROUND INFORMATION:

Code Enforcement Dept. Report for the month of June 2022

ATTACHMENTS:

[Code Enforcement Department Detail Report - June 2022](#)
[Code Enforcement Month Report - June 2022](#)



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4793	6/1/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ever Argueta - 107 David Drive	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Louis	Regular Mail
5709	6/1/2022	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-332. - Commercial zoned areas. Sec. 28-335. - Miscellaneous design standards.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6747	6/1/2022	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #360 LONE PINE LANE	105.1 Permit Required	Affidavit of Compliance	E. Richwagen	Regular Mail



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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>
7156	6/1/2022	2690 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec. 13-5. - Procedure for abandoned property located on private property.	Notice of Violation	E. Richwagen	Regular Mail
7157	6/1/2022	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises 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 5-103(n). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
7182	6/3/2022	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Violation	J. Ramirez	Regular Mail



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7160	6/6/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities	Notice of Violation	E. Richwagen	Regular Mail
7129	6/6/2022	2831 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand
6887	6/8/2022	2633 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand
6728	6/8/2022	3900 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Compliance	E. Richwagen	Regular Mail
715	6/8/2022	3900 SW 52 Ave PEMBROKE PARK, FL 33023	Sec 5-207. - Graffiti Enforcement	Affidavit of Compliance	J. Louis	Hand
6891	6/13/2022	4700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Affidavit of Compliance	E. Richwagen	Regular Mail
4940	6/14/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Brian Giralt/Hassene Chaabane-123 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 12-49. - Storm event debris.	Affidavit of Compliance	J. Ramirez	Regular Mail



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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>
6948	6/15/2022	2801 S PARK RD, PEMBROKE PARK, FL 33009	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.	Final Order	E. Richwagen	Certified Mail
5379	6/15/2022	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3186-3188 Pembroke Rd	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) Sec. 15-17. - Business Tax Receipt Required.	Amended Final Order	J. Ramirez	Certified Mail Hand
5376	6/15/2022	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3172, 3174, 3176, 3178 Pembroke Rd	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	Certified Mail Hand



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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>
5366	6/15/2022	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152	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	Certified Mail Hand
6999	6/15/2022	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
5387	6/15/2022	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3170	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	Certified Mail Hand
746	6/15/2022	2000 SW 30 Ave PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Final Order	J. Ramirez	Certified Mail
7110	6/15/2022	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-177. - Initial certificate of use. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 15-17. - Business Tax Receipt Required.	Final Order	J. Ramirez	Certified Mail



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5500	6/15/2022	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay 4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application.	Supplemental Order/Claim of Lien	J. Ramirez	
5500	6/15/2022	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay 4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application.	Abate Order	J. Ramirez	Certified Mail
5470	6/16/2022	2000 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (f)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
5141	6/16/2022	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 4-5 #Park Pointe	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)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail



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5652	6/16/2022	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Advance Auto Parts/Elegant Beauty	Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-103. - Exterior maintenance of structures and premises (m) Sec. 28-304 - Surface of parking area Sec. 21-21. (7) - Temporary signs Sec. 21-19. - Prohibited signs.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand



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4985	6/16/2022	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-17. - Business Tax Receipt Required.	Abate Order	J. Louis	Certified Mail Hand



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5709	6/16/2022	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-332. - Commercial zoned areas. Sec. 28-335. - Miscellaneous design standards.	Supplemental Order/Claim of Lien	T. Malcolm	



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5709	6/16/2022	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-332. - Commercial zoned areas. Sec. 28-335. - Miscellaneous design standards.	Abate Order	T. Malcolm	Certified Mail Hand



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5771	6/16/2022	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2681 S Park Rd	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (d) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (e) Nuisances: duty of property owners and tenants to prevent. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. 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)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
6186	6/16/2022	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-207. - Graffiti Enforcement	Supplemental Order/Claim of Lien	J. Ramirez	
6186	6/16/2022	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-207. - Graffiti Enforcement	Abate Order	J. Ramirez	Certified Mail Hand



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6233	6/16/2022	3535 SW 52 AVE, PEMBROKE PARK, FL 33009 #The Plaza at Pembroke Park	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-105. - Repairs and installations Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application. Sec 5-103(k). - Exterior maintenance of structures and premises	Amended Final Order	J. Ramirez	Certified Mail Hand



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5397	6/17/2022	5551 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #Marathon Gas Station	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (e) Sec 5-103. - Exterior maintenance of structures and premises (f) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
5840	6/21/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 219	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	T. Malcolm	Regular Mail
6961	6/21/2022	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail



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6950	6/21/2022	2633 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Final Order	E. Richwagen	Certified Mail
4770	6/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ana Sanchez - 103 David Drive	Sec 5-105. - Repairs and installations Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
4796	6/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Cristal Villa - 104 David Dr	Sec 5-105. - Repairs and installations Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
4886	6/21/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Between Lot 221 & 223	Sec. 27-73 - Permit required for cutting down, destroying, removing trees; exceptions.	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
4791	6/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #23 Traci Terr W.	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Louis	Certified Mail



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5737	6/21/2022	3252 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec. 26-116. - Litter; littering material. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. 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 5-103(m). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-32.1. - Enforcement.	Supplemental Order/Claim of Lien	E. Richwagen	Certified Mail
7172	6/22/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Certified Mail
7172	6/22/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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7174	6/22/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Certified Mail
5302	6/22/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-207. - Graffiti Enforcement	Affidavit of Compliance	J. Ramirez	Regular Mail
5479	6/23/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec. 27-33. - Maintenance	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5479	6/23/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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5528	6/23/2022	3149 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) 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
7174	6/23/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Certified Mail Posted to Property



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6184	6/23/2022	2111 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec 5-103(g). - 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(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities Sec. 21-23 (a) - Permit Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6546	6/23/2022	2111 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	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



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6304	6/23/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7184	6/24/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Regular Mail
5641	6/27/2022	5439 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Compliance	T. Malcolm	Regular Mail
5652	6/27/2022	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Advance Auto Parts/Elegant Beauty	Sec 5-103. - Exterior maintenance of structures and premises (k) Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-103. - Exterior maintenance of structures and premises (m) Sec. 28-304 - Surface of parking area Sec. 21-21. (7) - Temporary signs Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand



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6135	6/28/2022	3136 JOHN P CURCI DR, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 13.5-24. - Stormwater management	Affidavit of Compliance	E. Richwagen	Regular Mail
5384	6/28/2022	5501 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (o) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Certified Mail



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5384	6/28/2022	5501 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (o) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4940	6/28/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Brian Giralt/Hassene Chaabane-123 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 12-49. - Storm event debris.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7184	6/28/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand



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7193	6/28/2022	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Notice of Violation	E. Richwagen	Affidavit of Service/Posted to Property Posted to Property
7194	6/28/2022	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Regular Mail
7196	6/28/2022	5520 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Notice of Violation	E. Richwagen	Affidavit of Service/Posted to Property Regular Mail
7197	6/28/2022	5511 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(h). - Exterior maintenance of structures and premises	Notice of Violation	E. Richwagen	Regular Mail
7198	6/28/2022	3841 SW 52 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 11-43 (d) - Frequency and preparation generally	Notice of Violation	E. Richwagen	Affidavit of Service/Posted to Property Regular Mail
6535	6/28/2022	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail



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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>
6727	6/29/2022	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec 5-103(h). - 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. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs Sec. 21-23 (a) - Permit Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 15-177. - Initial certificate of use. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 15-25. - Separate violation for each day of business without business tax receipt. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7203	6/29/2022	3221 SW 56 AVE, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(h). - Exterior maintenance of structures and premises	Notice of Violation	E. Richwagen	Affidavit of Service/Posted to Property Regular Mail



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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>
7204	6/29/2022	5510 SW 32 CT, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 11-43 (d) - Frequency and preparation generally	Notice of Violation	E. Richwagen	Affidavit of Service/Posted to Property Regular Mail
7207	6/29/2022	417 LAKE SHORE DR, PEMBROKE PARK, FL 33009 67	Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Hand Regular Mail
4467	6/29/2022	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #Audio Video MD Inc - 2940 Country Club Lane	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5020	6/30/2022	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	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) Sec. 28-313. - Parking or storage of watercraft, watercraft trailers, and golf carts.	Affidavit of Non-Compliance	J. Ramirez	Hand



Code Enforcement Department Report

From 6/1/2022 to 6/30/2022

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5717	6/30/2022	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 #1	Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	T. Malcolm	Regular Mail
7206	6/30/2022	3701 SW 48 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 11-43 (d) - Frequency and preparation generally Sec. 11-32 - Overloading Sec. 12-41. - Accumulations deemed public nuisance	Notice of Violation	E. Richwagen	Regular Mail

<u>Summary</u>	
Abate Order	4
Affidavit of Compliance	17
Affidavit of Non-Compliance	3
Amended Final Order	5
Final Order	6
Notice of Formal Hearing	12
Notice of Violation	16
Supplemental Order/Claim of Lien	12
Total	75

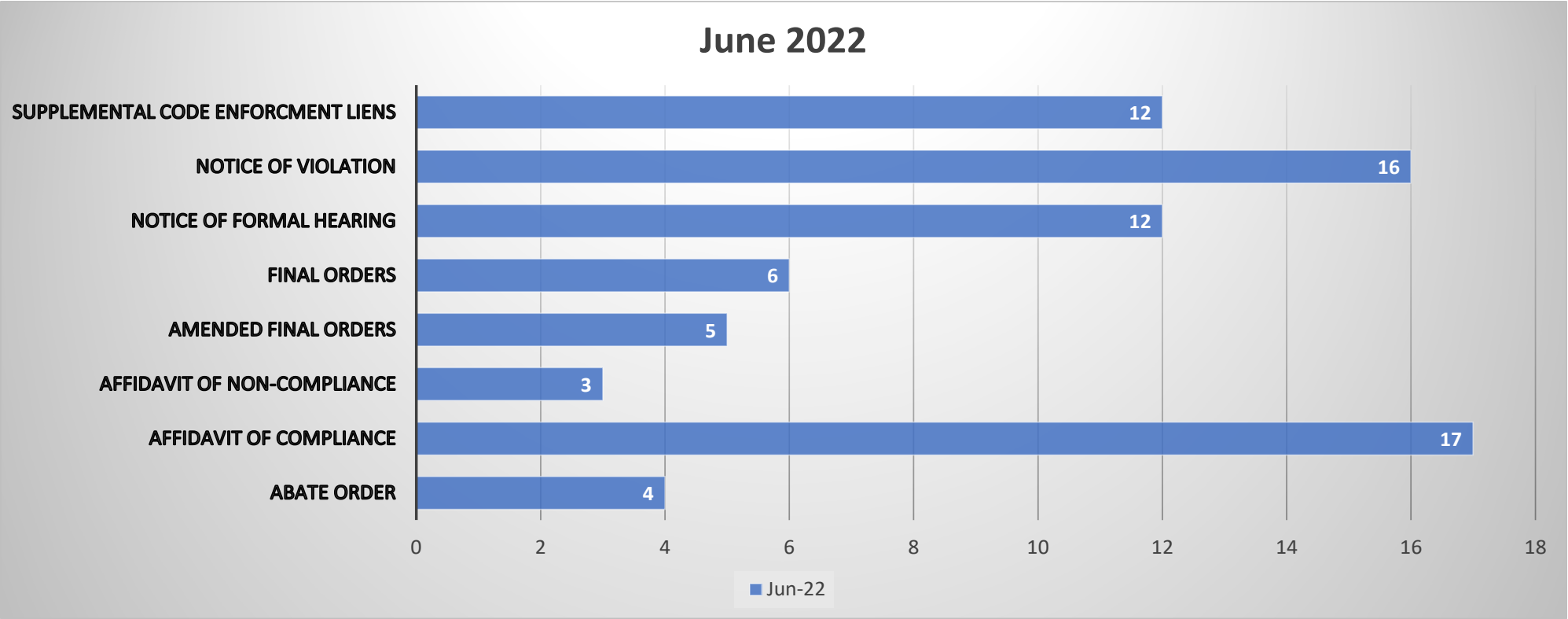
Code Enforcement Department Monthly Report June 2022



**Chief Code Enforcement Officer
Joseline Ramirez**

Summary of Detail Report

Page 28 of 34



Special Magistrate Past & Upcoming Dates

1. July 20, 2022
 19 Formal Hearings
 9 Hearing to Confirm Fine
 11 Hearing to Abate Fine
 3 Hearing to Extend Time
 Total: 42 Cases

2. Aug 17, 2022 at 9am – Scheduled



This Photo by Unknown Author is licensed under [CC BY-NC](#)

Updates

- Clearing of Town's Right of Way on SW 31st AVE - Unsafe Structure – Next meeting 08/17/2022. Foreclosure.
- E-certify – Still reviewing other vendors
- Reviewing ordinance for Code Enforcement Chapter 7 & Citation process with Building Official Nunez
- Reviewing Waste Management Franchise Agreement – Penalties with Building Official Nunez

1708 SW 31 AVE

Page 31 of 34

06/21/2022 15:03

VIOLATION NOTICE

Compliance: Before & After Photos

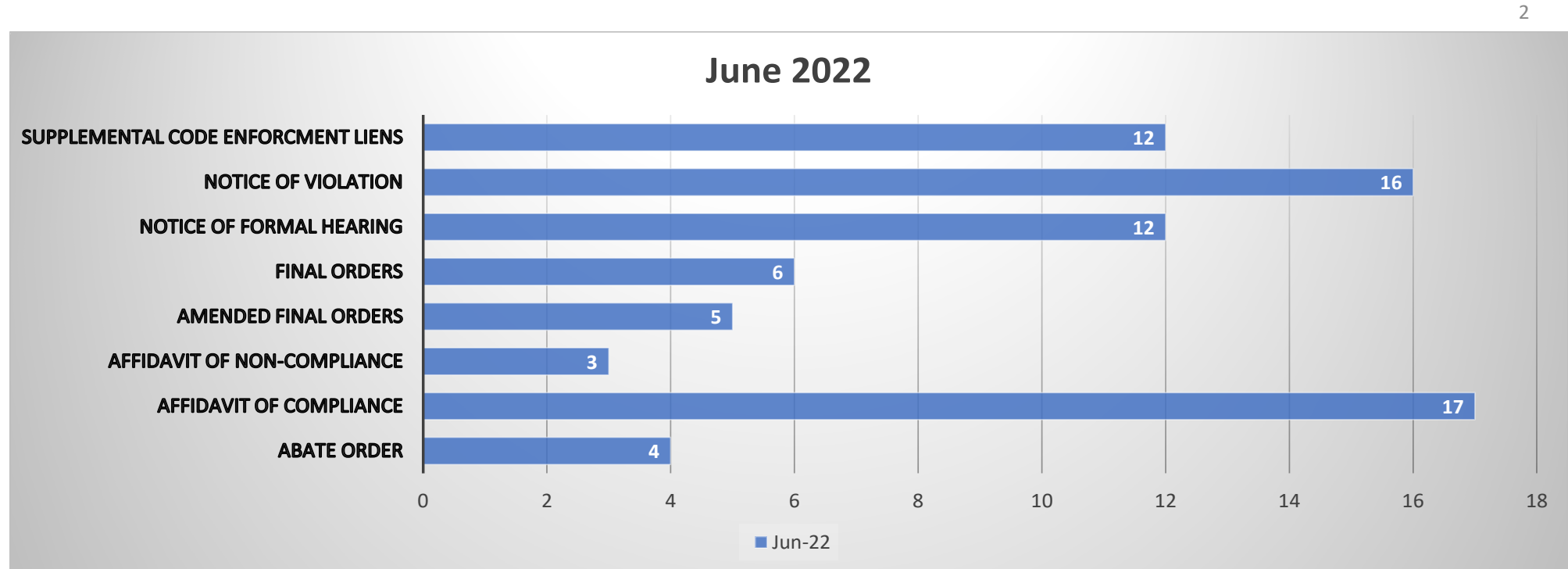
Questions





Code Enforcement Department Monthly Report June 2022

Chief Code Enforcement Officer Joseline Ramirez



Summary of Detail Report

Special Magistrate Past & Upcoming Dates

1. July 20, 2022

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- E-certify – Still reviewing other vendors
- Reviewing ordinance for Code Enforcement Chapter 7 & Citation process with Building Official Nunez
- Reviewing Waste Management Franchise Agreement
- Lake erosion and illegal additions

1708 SW 31 AVE

06/21/2022 15:03



Clean up

VIOLATION NOTICE



1708 SW 31 AVE – Obstruction of ROW





417 Lakeshore Drive – No Permit



06/29/2022 14:03

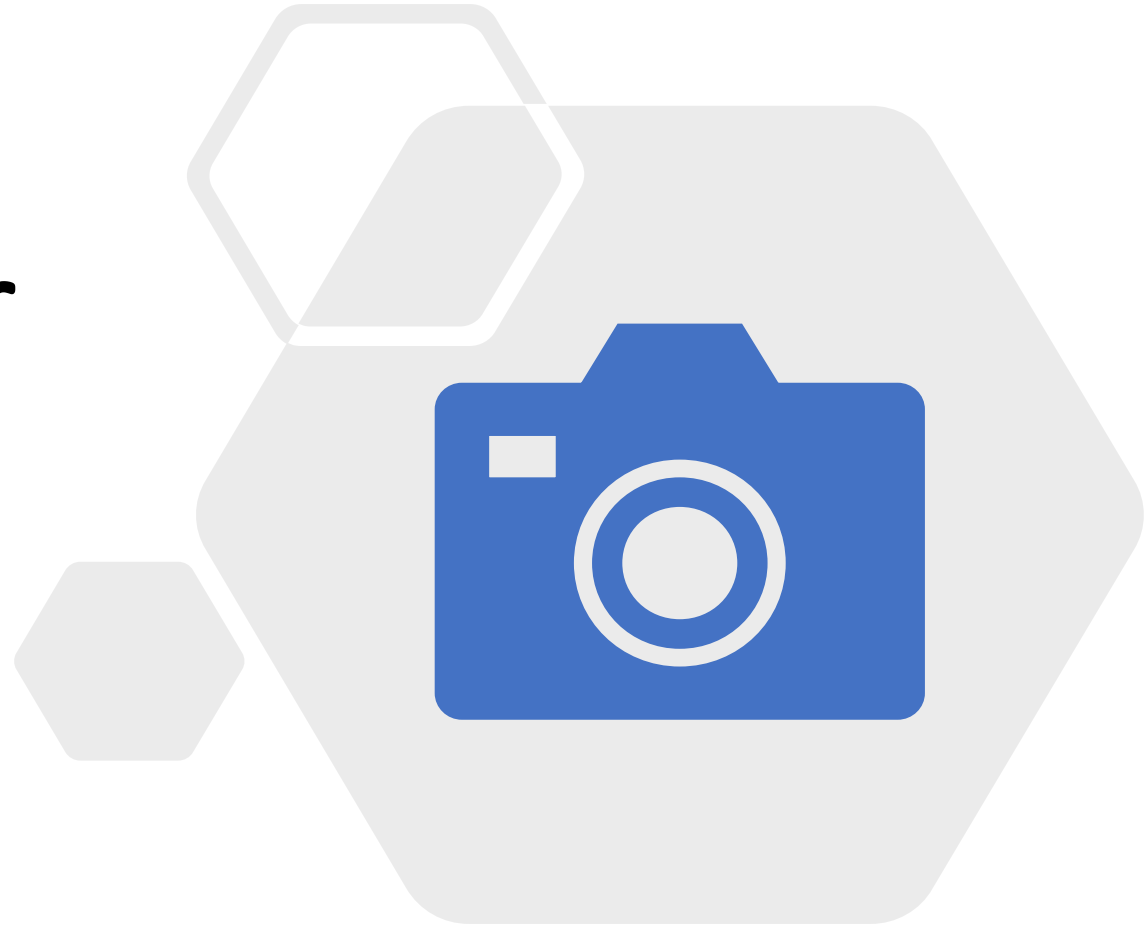
4400 W HBB – NO BTR/CU





3300 Pembroke Rd – No Permit

Compliance: Before & After Photos





5434 W HBB – Overgrown vegetation – Damaged fence





5434 W HBB – Overgrown vegetation – Damaged fence









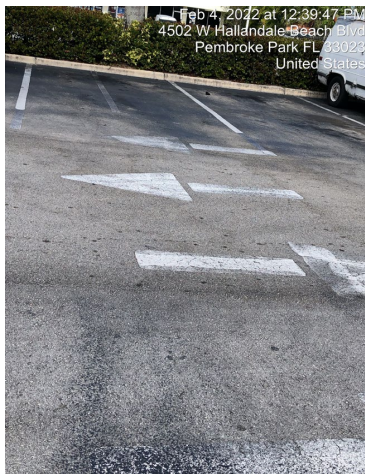


4520 W HBB— No Permit – Exterior Maintenance Required





4520 W HBB– No Permit – Exterior Maintenance







Mar 30, 2022 at 3:46:20 PM
2846-2868 SW 55th Ave
Pembroke Park FL 33023
United States



Mar 30, 2022 at 3:51:02 PM
5551 W Hallandale Beach Blvd
Pembroke Park FL 33023
United States



5551 W Hallandale Beach Blvd
Pembroke Park FL 33023
United States

5551 W HBB – Exterior Maintenance Required



5551 W Hallandale Beach Blvd
Pembroke Park FL 33023
United States



Mar 30, 2022 at 3:37:27 PM
5551 W Hallandale Beach Blvd
Pembroke Park FL 33023
United States



Mar 30, 2022 at 3:39:37 PM
5551 W Hallandale Beach Blvd
Pembroke Park FL 33023
United States





2617 S Park Rd – Exterior Maintenance Required

Jul 7, 2022 at 10:39:24 AM





3101 SW 25 Street – Exterior Maintenance Required



Questions



AGENDA ITEM REPORT



To:

Subject: BODY WORN CAMERA (BWC)

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

BWC's systems are storage intensive. Motorola appears to be less expensive over the life of this contract

FINANCIAL IMPACT:

\$139,000

RECOMMENDATION:

Staff recommends the purchase of the Motorola Guardian BWC system

ATTACHMENTS:

[V300-30-Town of Pembroke Park 5 Year Vaas Proposal](#)
[sourcewell contract](#)



Quote For:

**Town of Pembroke Park
Attn: Chief David Howard**

Reference:

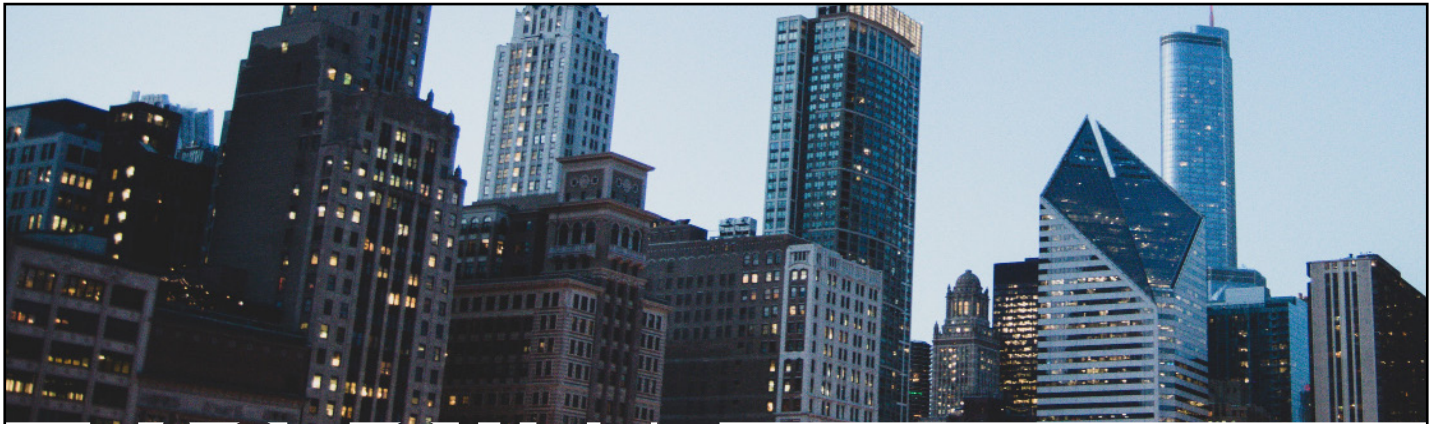
V300-30-Town of Pembroke Park 5 Year Vaas Proposal

Quote By:

**WatchGuard Video / Motorola Solutions
Mike Costa**

Date: 04-07-22

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



MOTOROLA SOLUTIONS

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 MOTOROLA SOLUTIONS		Motorola Solutions 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661		
Issued To:	Town of Pembroke Park - Attention: Chief David Howard		Date:	04-07-22
Project Name:	V300-30-Town of Pembroke Park 5 Year Vaas Proposal		Quote ID:	WMC-0179-04

V300 Body Worn Camera

Includes: 5 Years Unlimited Cloud, Unlimited Sharing, Integrated Redaction,
No-Fault Warranty & Technology Refresh
Includes: Spare Battery, Charger & Transfer Station

Qty	Item #	Description
(30)	AAS-BWC-5YR-001 \$2,940.00 Each PaaS	Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program - CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. - Body-worn camera (battery + choice of mount included) - Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - Advanced hardware replacement service & 24/7 support - No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$88,200.00
Qty	Item #	Description
(30)	WGP02614 \$99.00 Each	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$2,970.00
Qty	Item #	Description
(30)	AAS-BWC-USB-DOC \$240.00 Each PaaS	USB Docking Station Video-as-a-Service Package @ \$4 per Month USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		\$7,200.00

Qty	Item #	Description
(3)	AAS-BWC-XFS-DOC \$1,800.00 Each PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month 8-Bay Ethernet Transfer Station - Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$5,400.00

Holster Aware Auto Trigger

Includes: Yard Arm Universal Firearm sensor & Taser X2 Holster both w/ 2 Year Ext. Warranty

Indicate: Preferred L&R option for Taser Holster. X26P Taser Holster Also Available

Qty	Item #	Description
(30)	YDM-HLS-TRG-KIT \$260.00 Each	Universal Firearm Holster Trigger Sensor Kit Holster Trigger Sensor, Primer, USB Charging Cable
Subtotal Price (Excluding sales tax)		\$7,800.00
Qty	Item #	Description
(30)	YDM-TSR-TRG-X02 \$420.00 Each	Taser X2 Holster with Trigger Sensor and Belt Clip (Right Hand Draw) Taser X2 Holster with integrated Holster Trigger Sensor and Belt Clip for Right Hand Draw
Subtotal Price (Excluding sales tax)		\$12,600.00
Qty	Item #	Description
(60)	YDM-HLS-TRG-2YW \$75.00 Each	Yardarm Holster Trigger 2 Years Extended Warranty
Subtotal Price (Excluding sales tax)		\$4,500.00

V300 Spare Body Cameras

Qty	Item #	Description
(2)	BW-V30-10-- \$995.00 Each	V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount - V300, WiFi/Bluetooth Wearable Camera - Magnetic Chest Mount
Subtotal Price (Excluding sales tax)		\$1,990.00

Caching Upload Server

Qty	Item #	Description
(1)	AAS-UPL-SVR-001 \$6,000.00 Each PaaS	Upload Server On-Premise - Video-as-a-Service Package @ \$100 per Month - Store and Forward Server for Fast Video Offload - Use with in-car upload via Access Point or Body Worn Camera Transfer Stations - On-premise deployment, 1U rack mount, 8TB of storage, 16GB RAM, 2x10G network cards, Intel Xeon processor (HDW-UPL-SRV-501) 5 Year Warranty
Subtotal Price (Excluding sales tax)		\$6,000.00

Technical Services

Includes: Configuration, Implementation & Training

Qty	Item #	Description
(1)	WGW00122-410 \$1,500.00 Each	Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$1,500.00

Shipping & Handling

Qty	Item #	Description
(30)	FRT-BWC-01 \$15.00 Each	Shipping - BWC Unit Freight delivery for each Body Worn Camera Unit
Subtotal Price (Excluding sales tax)		\$450.00

Purchase as a Service (PaaS) Financial Profile

Total Price:	\$106,800.00
Contract Term:	5 Years
Monthly Payments:	\$1,780.00
Annual Invoice:	\$21,360.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.

5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Mike Costa - Regional Sales Manager - 800-605-6734 - michael.n.costa@motorolasolutions.com

Total Price	\$138,610.00
Deferred	\$106,800.00 (5 Payments of \$21,360.00)
Direct Purchase Items	\$31,810.00
Due Now	\$53,170.00
Annual Invoice (Excluding sales tax)	\$21,360.00



WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

DATA SHEET | WATCHGUARD V300 BODY CAMERA

Page 8 of 143



MOTOROLA SOLUTIONS

Page 6 of 12

KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.motorolasolutions.com/v300



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Page 7 of 12





WATCHGUARD V300

CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

SPECIFICATIONS SHEET | WATCHGUARD V300 BODY CAMERA

Page 10 of 143



MOTOROLA SOLUTIONS

Page 8 of 12

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For more information, visit www.watchguardvideo.com



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Page 9 of 12





VIDEO-AS-A-SERVICE

TRANSPARENCY SHOULDN'T COME AT A HIGH PRICE

Get your cameras and get going. Our simple pay-as-you-go program helps you get everything you need for your body-worn and in-car camera video policing program with no upfront capital investment — from a robust camera system to advanced digital evidence management tools.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering body-worn cameras, in-car video systems, digital evidence solutions and support services through Video-as-a-Service.

With no up-front capital investment required, you can deploy a new camera system and start using it immediately under a simple 5-year pay-as-you-go program. Everything you need is provided, including solutions to securely capture, collect, manage and share your evidence, as well as 24/7 support and no-fault warranty coverage.

And if you already have content on a digital evidence management system, we can work with you to migrate your video material to the new platform.

NO NEED TO RAISE FUNDS

Get what you need with no upfront investment and pay-as-you-go. Turn a capital investment into a manageable operational expense.

BUDGET PREDICTABILITY

Stay on budget with a low payment, fixed for 5 years, that includes your camera system, software, support, and video storage.

ASSURED PERFORMANCE

Maintain efficiency and reliability, with a no-fault warranty, advance hardware replacement and 24/7 phone support.

TECHNOLOGY REFRESH

Stay current with the latest technology, with a free refresh of your body-worn cameras and batteries during the program.

CLOUD HOSTED

Manage, store and share video evidence securely from your cloud account. We can even help you migrate your existing platform.



KNOCK DOWN DIGITAL EVIDENCE DATA SILOS

As important as it is to have the right mobile video cameras in place, it's just as critical to have the right digital evidence management tools to streamline the capture, collection, management and sharing of your data.

Capture Evidence with your Smartphone

Securely capture video, images and audio on-scene using an Android or iOS device with CommandCentral Capture.

Collect Evidence from your Citizens

Quickly gather evidence using case-specific, agency-generated links with CommandCentral Community.

Control your Entire Video System

Easily configure cameras, provision users, define permissions and maintain audit logs with CommandCentral Evidence.

Unify your Evidence Management

Intelligently organize, redact and audit all of your agency's digital evidence from one place with CommandCentral Evidence.

Simplify your Evidence Sharing

Seamlessly view and share all case-related information from one, streamlined interface with CommandCentral Records.

PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
	\$49/month	\$149/month	\$189/month
Systems	V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Software	CommandCentral Capture, CommandCentral Community, CommandCentral Evidence, and CommandCentral Records for cloud-based digital evidence collection, management and sharing. Includes free digital evidence migration to the new platform.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit motorolasolutions.com/video-as-a-service



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 (“**Watchguard**”) and the entity set forth in the signature block below (“**Customer**”). Watchguard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement (“**MCA**”) and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties’ Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to ‘Customer’ within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties’ Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

Customer: Town of Pembroke Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Axon Enterprise Inc.**, 17800 N. 85th St., Scottsdale, AZ 85255 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor 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:

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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.* Vendor 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). 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, Vendor 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 no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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

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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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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

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covered by 31 U.S.C. § 1352. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

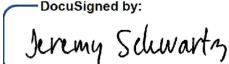
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

24. CANCELLATION

010720-AXN

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By:  _____
DocuSigned by:
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

By:  _____
DocuSigned by:
B8264760BE634B7...
Matt Morstad
Title: VP of Sales Operations
Date: 2/25/2020 | 5:19 PM CST

Approved:
By:  _____
DocuSigned by:
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/19/2020 | 8:03 PM CST

RFP 010720 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state: AZ
Address: 17800 N. 85th Street
Scottsdale, Arizona 85255
Contact: Sales Ops
Email: contracts@axon.com
Phone: 480-905-2000
Fax: 480-991-0791
HST#: 86-0741227

Submission Details

Created On: Thursday November 07, 2019 11:59:02
Submitted On: Monday January 06, 2020 14:07:20
Submitted By: Sales Ops
Email: contracts@axon.com
Transaction #: a4a22ffc-a3fb-4a19-97b1-c7ee7cdcf084
Submitter's IP Address: 74.206.119.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Axon Enterprise, Inc.	*
2	Proposer Address:	17800 N 85th St.	*
3	Proposer website address:	www.axon.com	*
4	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):	Matt Morstad, VP of Sales Operations 17800 N 85th St. Scottsdale, AZ 85255 800-978-2737	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Veronica Lorenzen, Proposal Manager 17800 N 85th St., Scottsdale, AZ, 85255 vlorenzen@axon.com, 480-515-6311	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allen Sliper, Account Executive 17800 N 85th St., Scottsdale, AZ, 85255 asliper@axon.com, 858-353-3228	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	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.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback?
8	Provide a detailed description of the products and services that you are offering in your proposal.	Axon is offering a number of products that will fit the needs of Sourcewell members. We have detailed our various offerings under the headers below. AXON EVIDENCE Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also

configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files.

Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organize stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence.

Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page.

Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills.

Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download).

Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence.

AXON BODY 3

The Axon Body 3 is Axon's next-generation body camera - improving upon the simplicity and functionality of its predecessor with improved camera and audio quality, faster offload and recharging, and improved device security and durability. The camera also unlocks significant improvements in officer safety and functionality through greater device intelligence and connectivity.

The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand.

Axon Aware is Axon's new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let's say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer's GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The

supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:

- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording
- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2

The Axon Body 2 is a self-contained audio-visual body-worn camera unit with no external wires. Numerous mounting options are offered and accommodate uniforms, belts, outerwear including jackets, and tactical and SWAT vests without any alteration to equipment.

The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAh capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2

The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle

and SWAT helmets.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

AXON FLEX 2 FEATURES & BENEFITS

- HD Video – The industry's best low-light video records in 1080p HD
- Full-shift Battery – Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer – Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation – Cameras start recording automatically based on pre-defined triggers
- Optional Mute – Disable audio in the field to support dual-party consent
- Mobile Application – Tag and replay videos with the Axon View mobile app
- RapidLock Mounts – The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View – 120 degrees
- Recording Capacity – Up to 70 Hours depending on resolution
- Video Quality – 30 frames per second; resolution spanning 480p to 1080p
- Battery – Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance – IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity – 95 percent non-condensing
- Operating Temperature – -4° F to 122° F [-20° C to 50° C]
- Drop Test – Up to 6 feet; devices are housed in high-impact polymer
- Dimensions – Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in; Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight – Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET

Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system.

Multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together in Axon Evidence, allowing users to view an incident from multiple vantage points. Since each video can have its own audio feed, the audio selector in the center of the media player controls is used to select which audio track is used during playback.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the

overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW

The needs of our law enforcement customers guide our work, as is clearly illustrated in the design of Axon Interview, our in-precinct evidence capture solution. We have found that the challenges faced by our customers center around three things: the quality of evidence captured, the ease of managing that evidence, and the security of data storage and backup.

There is no discounting the importance of quality when it comes to digital evidence capture. Axon and the interview room development team spent countless hours designing a solution to deliver technology that doesn't compromise on quality for the sake of cost or usability. Our cameras are offered in several overt and covert configurations to capture multiple perspectives, and each one will give you the detail and reliability required by your stakeholders for your digital evidence.

The technology infrastructure of the Axon Interview solution is Axon Evidence, a cloud-based digital evidence management software accompanied by built-in onsite redundancy for even more peace of mind. All you need to access a comprehensive evidence management toolkit is an internet browser. Axon Evidence offers powerful data searchability, integrated redaction, transcription services, automatic retention period assignment, unlimited categories, configurable user profiles, and many other advanced features. All activity is tracked by a full audit trail in the CJIS-compliant Axon Evidence platform.

Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time.

Security is the most important part of managing your evidence. Chain of custody considerations require that your selected technology solution work for you, not against you. The Axon Interview solution keeps your evidence data secure, from capture to courtroom.

Onsite data redundancy ensures that your cameras never miss a moment of critical evidence. Axon Interview leverages your agency's local network to record interviews, using two recording servers. Once the interview is done, the footage will automatically trigger offload to Axon Evidence. Within Axon Evidence, your evidence will be available for your management, retrieval, and sharing within our CJIS-compliant infrastructure.

ACCESSORIES

AXON BODY 3 DOCK

The Axon Body 3 Dock provides a network connection for Axon Body 3 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery.

The Axon Body 3 Dock only functions as an Ethernet adapter, an unmanaged network switch, and charger. This allows any Axon Body 3 camera to be docked in any Axon Body 3 Dock, and still connect to your Axon Evidence account to upload video.

There are two types of Axon Body 3 Docks; a 1-Bay and an 8-Bay version.

AXON BODY 2 DOCK

The Axon Body 2 Dock provides a network connection for Axon Body 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.

- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Body 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with.

AXON FLEX 2 DOCK

The Axon Flex 2 Dock provides a network connection for Axon Flex 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Flex 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with. The bays contain a slot both for the camera and for the battery.

AXON BODY CAMERA MOUNTS

Axon offers a variety of mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Body 3, the Axon Body 2, or the Axon Flex controller:

- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.
- Shirt Pocket Mounts: We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- Clip Mount: The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- Velcro Mount: The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The following mounts are designed to be used with the Axon Flex camera portion and offer flexibility:

- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak

Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.

- **Ball Cap Mount:** The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.

- **Lowrider Headband Mount:** The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.

- **Collar Mount:** The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.

- **Epaulette Mount:** If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.

- **Over Vest Mount:** The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount.

- **Helmet Mount:** The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.

- **SWAT Mount:** SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and arc rails and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

AXON SIGNAL

Axon Signal technology enables Axon cameras to sense nearby events and start recording.

The Axon Signal Vehicle Unit (ASV)—a device installed in the patrol vehicle—broadcasts a beacon to Axon cameras in range when specific events are reported. ASV is included as part of the Axon Fleet in-car solution but can be purchased by separately by agencies if they desire. The following vehicle triggers can be configured by the system to begin recording:

- Light bar/siren activation
- Door sensor
- Exceeding a specified speed
- Rapid acceleration
- Crash detection
- Removing a weapon from the vehicle rack

In addition to the ASV, we offer the following Axon Signal products:

- **Axon Signal Performance Power Magazine (SPPM)** – The SPPM is an accessory (battery) for TASER conducted energy weapons (CEWs). Using Axon Signal technology, the SPPM activates cameras when the CEW is armed, the trigger is pulled, or the arc is engaged. CEWs are not a part of the scope of this RFP, but as the SPPM integrates with the Axon video solutions, it is being included to ensure our offering meets all Member needs.

- **Axon Signal Sidearm** – This easy-to-install smart sensor accessory attaches to the outside of most sidearm holsters and activates if a sidearm is removed from the holster. The action of drawing your weapon will trigger surrounding cameras to start the recording process, thus eliminating manual manipulation. That way, your officers can be confident truth and transparency are being upheld through video and audio documentation.

The benefits of Axon Signal products include:

- **It's easy** – Record events without lifting a finger. This keeps officer focus on critical incidents.
- **It tells a story** – Collect key information about incidents, from the triggers that activate your camera to the video evidence captured on scene.
- **It's reliable** – Choose the triggers that activate your camera, so recording starts when your policy says it should.

Axon Signal technology integrates seamlessly into your routine, so you don't have to worry about manually recording, whether you're driving your vehicle, using a TASER CEW, or drawing your firearm.

9	What are your company's expectations in the event of an award?	Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided. Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the projected value of USD\$35 Million. However, we understand that this is projected only, and is not guaranteed. Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers.	*
10	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.	Axon is a publicly traded company; all financial information is available at http://investor.axon.com. NET SALES • Net sales were \$420 million and \$343.8 million for the years ended December 31, 2018 and 2017, respectively, an increase of \$76.2 million. • Net sales were \$343.8 million and \$268.2 million for the years ended December 31, 2017 and 2016, respectively, an increase of \$75.6 million or 28.2%. • Net sales were \$268.2 million and \$197.9 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$70.4 million or 35.6%. • Net sales were \$197.9 million and \$164.5 million for the years ended December 31, 2015 and 2014 - an increase of \$33.4 million or 20.3%. NET INCOME Our net income decreased by \$12.1 million to \$5.2 million for the year ended December 31, 2017 compared to \$17.3 million in 2016. Net income per basic and diluted share was \$0.10 for 2017 compared to \$0.33 and \$0.32 per basic and diluted share, respectively, for 2016. Our net income decreased by \$2.6 million to \$17.3 million for the year ended December 31, 2016 compared to \$19.9 million 2015. Net income per basic and diluted share was \$0.33 and \$0.32 for 2016, respectively, compared to \$0.37 and \$0.36 per basic and diluted share for 2015, respectively. Our net income was \$19.9 million for the years ended December 31, 2015 and 2014. Net income per basic share was \$0.37 and \$0.36 per diluted share, respectively, for 2015 compared to \$0.38 and \$0.37 per basic and diluted share, respectively for 2014. Additionally, we have included our Q3 2019 SEC Quarterly Report and 2018 audited financials in the document upload section. These are the most recently available reports as of this submission.	*
11	What is your US market share for the solutions that you are proposing?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is bidding or has won every major city deal in the U.S. market with our Axon body-worn camera platform. Since market adoption is moving very rapidly and many agencies are in trial currently, it's very difficult to say what our market share is specifically; but we are certainly the leader in body-worn camera solutions in the United States. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.	*
12	What is your Canadian market share, if any?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is actively engaged in the Canadian market; however, we see adoption lagging the U.S. We anticipate our share to be very strong there in the long term. Axon offers a unique full ecosystem solution that will continue to lead the market. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*

14	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?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products.
15	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.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDITATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories: Axon Flex 2 Camera Hardware and Accessories, Axon Body 2 Camera Hardware and Accessories, Axon Body 2 Camera and Flex 2 Controller Mounts, Axon Body 3 Camera Hardware and Accessories, Axon Signal Hardware and Services, Axon Fleet 2 Package, Axon Fleet 2 Cradlepoint Router Bundle, Axon Fleet 2 Wireless Offload Servers and Installation, Axon Fleet 2 Installation and Professional Services, Axon Interview Room, Axon Dock Hardware, Customer Care Extended Warranty, Axon Evidence Services, and Axon Professional Services.	*

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	- In 2017 Axon won Best Companies AZ 100 Best Arizona Companies Winners List under the Star category: At the height of their powerful success, these companies are masters of their fields, inspiring confidence in customers and employees alike. - TASER won AZ Big Media's Ranking The Best of Arizona Business first place for "Products Made in Arizona" category for the 2017 edition of Ranking Arizona - In 2016, the TASER CEO won the OneNeck IT Solutions Lifetime Achievement Award during the 13th annual 2016 Governor's Celebration of Innovation Awards (GCOI) presented by Avnet - In 2015, TASER announces its largest camera order to date – the London Met will deploy 22,000 body-worn cameras - In 2015, TASER is named in Fortune magazine's list of Fastest Growing Companies in 2015 - In 2015, TASER and Microsoft Azure announce partnership to deliver cloud platform for Law Enforcement	*
19	What percentage of your sales are to the governmental sector in the past three years	In the past three years, approximately 5% of our video solution sales were to the federal/military sector.	*
20	What percentage of your sales are to the education sector in the past three years	In the past three years, approximately 6% of our video solution sales were to the education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	- NASPO (*was not in effect until Q1 2017): \$37,618,180 - National IPA/Omnia Partners: \$37,848,888 - National Procurement Partners: \$60,017,370.59 - Charlotte Cooperative Purchasing Alliance: \$13,102,684 - Texas BuyBoard: \$43,191,589 - State of Maryland: \$4,830,002 - State of Minnesota: \$4,487,809 - State of New Jersey: \$3,623,496 - State of Pennsylvania: \$2,781,531 - Texas DIR: \$21,294,418 Please note the dollar amounts represent the total contract value. Since most Axon sales are for a five-year term, the below values represent the overall contract value of a five-year period and are not fully indicative of sales over the last 3 years.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302	*

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 *	
Chicago Police Department	Government	Illinois - IL	8,500 body-worn cameras, 5,000 CEWs	\$40 - \$38M	\$73M	*
Philadelphia Police Department	Government	Pennsylvania - PA	8,100 body-worn cameras, 2,700 CEWs	\$40 - \$10M	\$24M	*
Los Angeles Police Department	Government	California - CA	8,700 body-worn cameras, 6,700 CEWs	\$40- \$500K	\$5M	*
San Antonio Police Department	Government	Texas - TX	4,900 body-worn cameras, 1,600 CEWs, 6 Interview Cameras	\$30 - \$300K	\$3M	*
San Francisco Police Department	Government	California - CA	4,800 body-worn cameras	\$20 - \$1.5M	\$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
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25	Sales force.	Axon directly employs approximately 161 employees in our Sales organization. Some sales representatives work from our main office in Scottsdale, AZ while others work throughout the United States and globally. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
26	Dealer network or other distribution methods.	Axon partners with distributors in limited situations. These distributors are not employees of Axon Enterprise, and therefore we do not know their company employment numbers. Within the United States, we work with a small number of distributors to sell our CEWs, which are not a part of the scope of this RFP. These distributors do not sell our Axon video solutions, which are included in the scope of this agreement. In Canada, we partner exclusively with MD Charlton to sell and service CEWs, which are not included in the scope of this RFP. There is some overlap between sales and service function in this case, as MD Charlton assists Axon with processing repairs.

27	Service force.	CUSTOMER SUPPORT Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manager (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed. As a whole, the Axon Support organization directly employs approximately 96 individuals.
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28	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.	Axon has a full customer service and support division; live phone support is available 24 hours a day, seven days a week. For technical or Customer Support assistance, you may contact a customer service representative at 800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. Axon's Customer Service team resolved 89.78% of all inquiries and issues in under 24 hours in Q3 of 2019. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. On average, problem resolution was reached on the initial call or email 95.86% of the time in Q3 2019. Please note that resolution time may vary depending on circumstances. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
30	Identify any Sourcewell Member 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?	Axon will service all Sourcewell Member sectors covered by the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements or restrictions that apply to Members in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	At this time, Axon does not conduct any marketing efforts specifically related to cooperative contracting. Axon promotes the use of cooperative contracts to its salesforce by utilizing training, webinars, and other internal resources.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.
34	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?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process: • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings
35	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.	Our ecommerce site requires an authorized login and purchase eligibility to access. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card and Purchase Order (when authorized by both agency and Axon to purchase via Purchase Order/invoice). The site customizes product visibility and includes contracted pricing for each agency. The ecommerce site acts as another 'ingestion point' for orders. After the order is placed, it is processed as any other order would. As of today, the ecommerce site only supports the sale of hardware and warranties. We are looking to expand the Axon products we can support drastically within the next year and are also looking to support extended warranties and contracts. The ecommerce site is an added asset to our customers and can enable customers to order items quickly if the sales representative or customer success manager is traveling. The ecommerce team can assist on nearly anything (RMA, invoice questions, contract questions, product questions, tax exemption, etc.) and for all inquiries outside our skill sets, we can ensure your questions get directed to the proper resource quickly.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Axon can help Sourcewell members maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are detailed in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.
37	Describe any technological advances that your proposed products or services offer.	As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities. Details for each product are provided under the headers below. AXON EVIDENCE Axon Evidence's cloud-based infrastructure means that Sourcewell members do not need to devote personnel to on-premises equipment, maintenance or extensive infrastructure improvements over time. You'll remain on the cutting-edge of evidence management technology with minimal investments in staff and time. • Instantly scale: Your computing power and storage scale automatically, growing with you as you need them. • Instantly share: Your evidence is easily and securely shared with stakeholders (prosecutors, partner agencies, etc.) through the internet, preserving resources which normally would be consumed by manual processes. • Instantly upgrade: Your system receives automatic monthly updates from Axon to deliver the latest features, functionality, and security advances with no effort from your agency. • Guarantee security: Your system maintains compliance with the world's most rigorous

security standards through ongoing reviews of and upgrades to Axon Evidence's intensive security protocols, which leverage resources from Axon and Microsoft.

- Prevent system failure: Your data is always available because of robust and automated disaster recovery coupled with multiple, geographically separate storage locations.
- Ensure accessibility: Your evidence is always accessible from any device with an internet connection and standard browser subject to IP restrictions dictated by the agency.
- Integrations: Axon Evidence supports integration with Active Directory and Single Sign-On (SSO) allowing users to log in with their agency credentials and uses your network to authenticate users.

Additionally, Axon Evidence is easy to use, with a simple but feature-rich interface and intuitive layout. The dynamic interface automatically adjusts to accommodate a user's role, so they only see what you want them to see, greatly simplifying the user experience.

Axon Evidence integrates with Axon Capture, our free mobile application. Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

Axon Evidence features Axon Citizen, which is available to Pro-level users of the system. Axon Citizen for Officers facilitates quick, simple, and secure digital evidence collection from individual witnesses. Officers can issue invitations for Axon Citizen evidence submissions through the Axon Capture mobile application or Axon Evidence (via a text message or email). This invitation can include the incident ID, category, and a brief description of the incident. Invitations contain a single-use link through which a witness can upload evidence files for the issuing officer's review. This allows officers to collect information from the public in an efficient manner and associate it correctly with the corresponding GO numbers (applicable to Canadian members) to reduce the volume of unstructured data collected from the public.

Axon can also assist with integrating your CAD or RMS system with Axon Evidence. This allows the system to automatically categorize videos based on the correlated event metadata captured by the respective system. The solution is provider agnostic; categories are queried directly from the database, effectively bypassing the CAD or RMS front-end interface. This automated process does not require an officer to connect a body-worn camera to a computer or smartphone. Any system with an accessible back-end database (SQL DB, etc.) can be integrated with the Axon solution. Often, these reports are already pulled for crime statistics reporting. Auto-Tagging enables automatic tagging of Axon videos with the correct corresponding metadata from the CAD or RMS system. Automatic retention is accomplished through categorization mapping.

Multicam playback in Axon Evidence allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together, allowing users to view an incident from multiple vantage points.

Axon Evidence features a full redaction suite natively within the application allowing users with permission the ability to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Note that video redaction is a feature available with Pro Axon Evidence licenses (not available with Basic licenses).

Axon Evidence offers manual redaction (including video and audio), automated redaction and skin blurring redaction. Additionally, a bulk redaction feature is also available to assist with completing FOIA requests.

Available with the Officer Safety Plan (OSP 7+ bundle), Redaction Assistant is a powerful add-on to the standard Axon Evidence Redaction Studio. Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens). As the results come through in real-time, you can review the redactions—or simply wait to view the results when you're done with other tasks, since Redaction Assistant will stay running even when your computer is off. Redaction Studio allows users to review and approve or discard redaction masks added by Redaction Assistant to ensure videos are edited properly.

Redaction Assistant is Axon's first fully AI-powered product, and our AI Ethics Board has been engaging with us throughout the research and product development process. As a productivity tool that will make law enforcement more efficient and transparent with the public, our experience with launching Redaction Assistant will guide the development of our future AI products.

AXON BODY 3

The Axon Body 3 is our latest, most advanced body-worn camera offering to date. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments, with a 146.4° field of view. Enhanced device intelligence and Axon Signal wireless activation allows officers to focus on the situations at hand. New security features provide greater device security for data on the camera, whether in transit or in the case the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market, and even supports upload during recording.

An audio algorithm developed in partnership with Nokia dramatically improves the audio captured by the Axon Body 3 camera, compared to its predecessor. We use sophisticated on-board audio processing (Nokia Ozo-based) to conduct wind noise reduction, calculate automatic gain control, and produce a high-quality stereo audio recording. The Axon Body 3 also utilizes advanced low-light technology. A lux rating indicates low-light perception capability, or the level of light required to see an object. The camera has a lux rating of < 0.1 lux; the human eye has a lux rating of approximately 0.1 lux. Additionally, an algorithm designed to minimize blurring in fast-moving, low-light environments ensures high-quality videos.

Battery life has been improved with the Axon Body 3. When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three hours will provide an 80% charge. The battery is removable, replaceable, and recyclable.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. Recording capacity and associated settings are:

- The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video.
- The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video.
- The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video.
- The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 camera integrates with real-time situational awareness technology (Axon Aware), allowing the camera to offload video remotely, live-stream video and audio, and send alerts in real time. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection.

Imagine a scenario where an officer radios dispatch to inform them that they are struggling with a suspect. With Axon Aware, those not on the scene can view the live footage from the officer's body camera, to gain situational awareness (which is useful for sharing with officers providing backup). If the suspect returns to their vehicle and speeds away, the remote viewer can access previously recorded footage and capture an image of the suspect's vehicle or license plate. This image can then be sent to other officers in the area for BOLO alerts.

The Axon Body 3 camera has an embedded GPS chip that sources location data from the device (similar to a cell phone). Additionally, the cameras can log geolocation data by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file.

AXON BODY 2

The Axon Body 2 camera's self-contained design requires no external wires that might interfere with an officer's activities. Multiple mounting options require no alteration to uniforms and allow officers to adjust the camera's position. The device's durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide officers an effective and reliable evidence capture tool in the field.

The Axon Body 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power

consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEX 2

The Axon Flex 2 camera captures events from the officer's perspective. Connected by a single cable to a controller, the camera components do not interfere with an officer's duties. The Axon Flex 2 system offers a wide variety of mounts; the camera can be worn at or near eye-level, and the controller is worn on the torso or beltline for easy access to controls. The device's durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide an effective, reliable evidence capture tool.

The Axon Flex 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEET

Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW

Axon Interview is a state-of-the-art audiovisual recording solution designed for the critical context of the interview room. The Axon Interview solution is revolutionizing interview room technology to give agencies the best of both worlds by providing a local interview room solution that seamlessly integrates with Axon Evidence, Axon's cloud-based, turnkey digital evidence management platform.

The Axon Interview room solution is equipped with one camera and one microphone per room (if desired members can select a two camera per room solution), one touch panel per room, two application servers for redundant recording and all the software required to run the application.

Axon Interview runs on your agency's local network to record interviews. When video

		captured is so critical, your agency cannot trust a straight to cloud platform where a slight loss of connectivity could cause a critical failure. That is why Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. If one server fails, the second server independently captures everything. Interviews can be streamed from anywhere on your network, and a 24/7 buffering option allows agencies to capture events even when recording is disengaged. Axon Interview is accessed through intuitive touch screen software that allows agencies to configure their policies directly into the solution. Officers login through the touch panel, enter agency-defined metadata, and start the recording. Once the interview is complete, the officer can end recording through the touch panel, this will automatically trigger an offload to Axon Evidence. The video will be available for review once it finishes uploading to Axon Evidence. All the powerful categorization, search, and editing functions available in Axon Evidence are now available for your interview room footage. Instead of managing your own infrastructure and the unpredictable costs of scaling and managing proprietary storage arrays, Axon Evidence offers continual industry best practices and services allowing instantaneous and cost-effective scalability. Axon Interview is an important expansion of the Axon Platform, adding seamless connectivity to the Axon community of connected customers. Axon Interview was purpose-built with the sole commitment of protecting the truth by capturing the interview every time and with the best video quality possible. With Axon's solution, finding that key piece of dialogue takes moments, not hours. Users can bookmark, annotate, and comment on footage in real time. Custom metadata categories allow agencies to organize evidence in a way that works for them. Complete chain of custody is maintained and audio and video masking protects attorney-client privileges and ensures defensible evidence. Managing interview footage is simple and smart with Axon Interview. OTHER INNOVATIONS Available for both Android and iOS devices, the Axon View mobile application allows officers to playback videos, add tags, and assign a title, ID and categories to a video, while still in the field. Axon View automatically maps video with GPS data and allows real-time tagging of metadata from an officer's smartphone. Before the officer sets foot in the office, the video is assigned and automatically filed under the appropriate retention schedule. Once uploaded to Axon Evidence, the video evidence can be accessed quickly with a simple keyword search. Axon Docks are multi-purpose hubs for your Axon body-worn cameras. Axon Docks upload captured videos to Axon Evidence while they charge your cameras and automatically install device firmware updates.	
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38	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.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon operates in compliance with ISO 14001, but is not currently certified. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable-frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, 'bulk packaging' was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to the use of Conflict Minerals as well as REACH and ROHAS for our EU interactions.
39	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.	Axon recently migrated to a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. Axon does not have any green computing certifications or awards; however, our Infrastructure as a Service provider, has the following practices in place. Datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.
40	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.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: London Metropolitan Police Service, London UK Los Angeles, CA Police Department Calgary Police Service, AB Charlotte-Mecklenburg, NC Police Department Fort Worth, TX Police Department Dallas, TX Police Department San Diego, CA Police Department Baltimore City, MD Police Department Baltimore County, MD Police Department Memphis, TN Police Department Washington, DC Metropolitan Police Department Denver, CO Police Department Cincinnati, OH Police Department Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations effecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Axon is fully able and willing to provide our products and services to Sourcewell member agencies in Canada.

Table 9: 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 *	
43	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
47	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?	Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns. Please see our MSPA for full details.	*
49	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Axon will process orders Axon will accept from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

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 *
54	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.	Axon is proposing a Schedule Discount for Sourcewell Members. The discount increases as the order quantity increases. Please see question #55 and the document in the pricing materials section for full details.
55	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.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 - Customer Discount % off MSRP: 0.00% Quantity: 2-99 - Customer Discount % off MSRP: 1.00% Quantity: 100-249 - Customer Discount % off MSRP: 3.00% Quantity: 250-499 - Customer Discount % off MSRP: 5.00% Quantity: 500-999 - Customer Discount % off MSRP: 7.00% Quantity 1000+ - Customer Discount % off MSRP: 10.00%
56	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. Quantity: 1 - Customer Discount % off MSRP: 0.00% Quantity: 2-99 - Customer Discount % off MSRP: 1.00% Quantity: 100-249 - Customer Discount % off MSRP: 3.00% Quantity: 250-499 - Customer Discount % off MSRP: 5.00% Quantity: 500-999 - Customer Discount % off MSRP: 7.00% Quantity 1000+ - Customer Discount % off MSRP: 10.00%
57	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.	Axon sells at the sourced party's MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.
58	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.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each Member during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets. If the Member chooses to purchase the Axon router for the Axon Fleet in-car solution, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes: - Coverage for all products and services 12X5 support via email, phone and chat 24X7 qualified phone support - Advanced Exchange: next day business replacement - Service level targets - Extended warranty for routers for the term of the Cradlecare license - Assigned Enterprise Support Engineer (for deployments of 50 routers or more) - Enterprise engineering resources for network design and best practices implementation - Priority consideration of future feature requests and beta trials

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included for Alaska, Hawaii, and Canada.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.
64	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.)	Axon will pay 2% on the initial shipment or 1% on a multi-year sale.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	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.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time takes to update the contract after new products/services are announced by Axon
66	Describe, in detail, the video and recording features as it applies to your products. Examples may include activation, buffering, range, resolution, file transfer, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their video and recording features are laid out under the headers below. AXON BODY 3 The Axon Body 3 is a camera system incorporating an audio and video recording device. This camera is designed for use in tough environmental conditions encountered in law enforcement, corrections, military, and security activities. The Axon Body 3 camera is designed to record events for secure storage, retrieval, and analysis to the Axon Evidence service. The recorded events are transferred to your storage solution using the Axon Body 3 Dock. Additionally, the Axon View application enables playback of footage on a smart device for review prior to storing the data. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device

intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand. The camera can also be activated by a simple double-tap on the large, easily accessible button on the front of the device.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let's say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer's GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes a Camera Display, which shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:

- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording

- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2

The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand. The Axon Body 2 can also be activated wirelessly through Axon Signal technology.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720i resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAh capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2

The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress

situations. Recordings are initiated with a single event button located on the front of the controller, so an officer can easily reach it with one hand. The Axon Flex 2 can also be activated wirelessly through Axon Signal technology.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle and SWAT helmets.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720i resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

AXON FLEX 2 FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Application: Tag and replay videos with the Axon View mobile app
- RapidLock Mounts: The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 120 degrees
- Recording Capacity: Up to 70 Hours depending on resolution
- Video Quality: 30 frames per second; resolution spanning 480p to 1080p
- Battery: Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance: IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity: 95 percent non-condensing
- Operating Temperature: -4° F to 122° F [-20° C to 50° C]
- Drop Test: Up to 6 feet; devices are housed in high-impact polymer
- Dimensions: Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in;
- Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight: Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET

Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together on the same screen, allowing users to view an incident from multiple vantage points. Integration with Axon Evidence means you can securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

The cameras have four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p and a maximum video resolution of 1080p. It utilizes a 16:9 aspect ratio at 1080p and 720p, and a 4:3 aspect ratio at 480p. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage. The Low SD setting captures video at a 480p video resolution at a rate of 0.8 GB per 60 minutes of video. This setting supports storage of over 70 hours of video.

The Axon Fleet system supports three different methods of camera activation. Two require manual intervention by the officer, while the third does not. First, officers can use the View XL MDT application to see the current status of each camera and tap the screen to begin a recording. The camera status will then change to "Recording" on the screen. The recording can be ended using this method as well. Secondly, the officer can press the large Event button on the front of each device to manually begin a recording. The camera status will then change to "Recording" on the MDT screen. The recording can be ended using this method as well. Finally, Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. This allows officers to focus on the task at hand and spend less time managing technology. Recordings started via Axon Signal activation must be ended manually via the front button or by using View XL.

The length of the pre-event buffer is configurable from 0-120 seconds (in 30 second increments) at 480p and 720p, and from 0-90 seconds at 1080p. The camera also features configurable on/off audio capture to record the evidence your agency needs. The duration of the pre-event buffer is 30 seconds by default. Cameras can also be configured to record sound as well as video during buffering (sound is not recorded by default during buffering).

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

There are two offload methods available to upload Axon Fleet in-car video to Axon Evidence. Axon Sales Engineers will work with member agencies to evaluate these methods to ensure that the right option for each agency is chosen. Both options allow the cameras to remain in the vehicle via wireless connectivity. Regardless of offload method chosen, the MDT/MDC running Axon View XL must be able to connect to the Internet.

The Axon Fleet system supports wireless offload via LTE/4G networks using an in-car broadband connection. The configuration also reduces the contention on agency Wi-Fi infrastructure, as Axon Evidence is a cloud-hosted service. This offload method is best supported by an unlimited data and unlimited bandwidth plan (without which, video upload will likely be throttled).

Video is offloaded through an available cellular carrier network and the vehicle must have a compatible router capable of simultaneous AP/Client Mode. Axon does not provision, activate or manage carrier SIMs. The MDT/MDC running Axon View XL must be able to connect to the Internet.

Wi-Fi offload is the second method available to agencies. This is an alternative to LTE uploads for customers whose LTE data plan throttles uploads or customers in areas lacking adequate LTE coverage.

A Wireless Offload Server (WOS) is required to facilitate offload via Wi-Fi. The WOS is network appliance that enables multiple concurrent video offloads from the Axon Fleet system leveraging the Axon router's Wi-Fi as a wireless wide area network (WWAN) function through compatible Wi-Fi access points.

When a vehicle is within range of a Wi-Fi access point, the Axon View XL application recognizes the WOS and begins to offload videos from the Axon View XL upload queue to that server. The video offload is done in segments, but, as with LTE

		offloads, the video file is retained on the Axon Fleet camera until successfully transferred. AXON INTERVIEW Axon Interview incorporates high-definition cameras and microphones to help capture the critical events that occur in the interview room. The Axon Interview interface consists of an intuitive and user-friendly touch screen software. The application saves you time and allows you to tag footage with metadata before transferring it to Axon Evidence. Axon Interview uses two recording servers, with both independently capturing their own video feed and microphone feed from the source. If one server fails, the second server captures everything. This redundancy means that you don't have to worry about losing a 15-hour confession because a server crashed. The Axon Interview software is installed on a touch panel and offers an intelligent interface for managing and monitoring interviews. The touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. This eliminates the need for additional hardware and pieces of equipment to be installed; streamlining this process saves time and effort. A key feature of the Axon Interview system is the continuous 24/7 recording buffer. Based on configuration, the buffer can capture weeks of continuous audio and video recordings to local storage, protecting agencies from losing important footage if an interviewer forgets to start recording. Agencies also have the ability to fully disable the recording buffer should it be required by local jurisdictional requirements. Please note, by disabling the continuous buffer, any interview footage outside of an active recording session will be lost and the Pre- and Post-Event recording buffer option is also disabled. During recording, tools will allow the user to verify both the video and audio are recording. Other on-screen tools include bookmarks (to easily find key moments from a long interrogation), audio and video masking to protect privacy and an option to lock the screen. The hardware required for Axon Interview includes the following components. • Axis IP Cameras – The solution can support up to two cameras per room; both covert and overt cameras are available. Cameras record at a maximum speed of 50/60 frames per second. • Louroe Microphones - The microphones will be plugged into the cameras and receive their power from there. • Evo Touch Panels - Touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. The interview will be started and stopped from the touch panel. • Cisco or HP POE Switches - The cameras will be plugged into a POE switch, receiving their power and communicating with the recording software. 24 port and 8 port POE switches are available. • Orion Redundant Recording Servers - Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. In the event one server fails, the second server independently captures everything, ensuring you won't lose any footage. The servers can support 12 to 15 cameras per physical location. Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer. Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time. Thanks to Axon Evidence, all your digital data is now found in one place. For example, you can pair an Axon body-worn camera arrest video with Axon Interview footage of the suspect being brought in for questioning. From capture to courtroom, Interview is part of the Axon platform that lets you track the history of a case in a secure, CJIS-compliant platform. Overall, the solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.
67	Describe, in detail, the device features specific to your product offering. Examples may include weight, size, weather compatibility, display or monitoring options, connectivity, battery life, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their device features are laid out under the headers below. Axon has included further information regarding our offerings in the Additional Documents upload portal. AXON BODY 3

The total weight of the Axon Body 3 is 6.9 oz., inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 1.3" (d) x 1.6" (W) x 3.8" (H). The Axon Body 3 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 3 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 3 camera display is located on the top of the device. The display area is 1.66" (W) x 0.76" (H), with a viewable area of 1.00" (W) x 0.42" (W). The Camera Display shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

The Axon Body 3 is extremely rugged, securely sealed, water resistant, and shock resistant. The Body 3 camera is a self-contained unit with no fragile moving parts on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3440 mAh capacity. The battery is removeable, replaceable, and recyclable. Under normal usage, the Axon Body 3 camera can provide more than 12 hours of battery life; 11 hours while in Buffering mode, 1 hour while in Recording mode. Additionally, the usage of an Axon Body 3's advanced functions (e.g., livestreaming) will result in greater battery consumption and reduce overall battery life.

When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five (5) hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three (3) hours will provide an 80% charge.

The Axon Body 3 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 3 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 3 is impact certified from a height of 6 feet. The most common

damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Axon on-officer cameras should not be stored in environments where the temperature is likely to exceed 95 °F (35 °C) (such as under direct sunlight, near heaters, or in a vehicle in extremely hot weather) or exposed to temperatures below -4 °F (-20 °C).

AXON BODY 2

The total weight of the Axon Body 2 is 5.0 oz. (142 grams), inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 0.94" (D1) x 1.01" (D2) x 2.76" (W) x 3.42" (H). The Axon Body 2 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 2 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3000 mAh capacity. The battery is removeable, replaceable, and recyclable. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Body 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Body 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the device. The Battery LED ring displays the battery's remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Body 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The camera is a self-contained unit with no fragile moving parts or electronics (like LCD screens) on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEX 2

The Axon Flex 2 camera is 2.9 in (L) x .75 in (H) x .74 in (W) and weighs 0.88 oz. The Axon Flex 2 controller is 3.0 in (H) x 2.45 in (W) x 1.14 in (D) and weighs 4.4 oz.

Axon Flex 2 camera mounts attach to officer uniforms, accessories, and protective gear. The selection of mounts facilitates several point-of-view perspectives.

The following mounts are designed to be used with the Axon Flex camera portion:

- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.
- Ball Cap Mount: The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.
- Lowrider Headband Mount: The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.
- Collar Mount: The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.
- Epaulette Mount: If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.
- Over Vest Mount: The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount.
- Helmet Mount: The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.
- SWAT Mount: SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

Axon offers a variety of controller mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Flex controller:

- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of

clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.

- **Shirt Pocket Mounts:** We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- **Clip Mount:** The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- **Velcro Mount:** The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The Axon Flex 2 controller houses the device's internal, rechargeable, lithium-ion polymer battery. The battery has a 3600 mAh capacity. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Flex 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Flex 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the controller. The Battery LED ring displays the battery's remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Flex 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The Flex 2 system is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Flex 2 has an IEC 60529 IP54 ingress protection (IP) rating. This IP rating means the Axon Flex 2 camera and controller are dust-protected and safe from ingress of spraying or splashing water from any direction. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Flex 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The system operates normally in up to 95% humidity (non-condensing).

The Axon Flex 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Flex 2 system's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon mounts are strong enough to hold the camera and controller in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEET

The Axon Fleet solution is highly customizable. Axon Sales Engineers will work with member agencies to evaluate options to ensure that the solution fits your needs.

The dimensions of each Axon Fleet hardware component are provided below (length x width x height).

DIMENSIONS

- Front Camera only: 4.12" x 3.61" x 2.31"
- Front Camera and Mount: 4.12" x 3.61" x 4.79"
- Rear Camera: 1.37" x 5.22" x 1.72"
- Rear Camera Controller: 1.31" x 3.37" x 3.92"
- Axon Power Unit (Battery): 4.54" x 2.98" x 1.63"
- Axon Signal Vehicle Unit: 3.3" x 2.31" x 1.32"
- Cradlepoint Router: 4.6" x 4.5" x 1.2"

WEIGHT

- Front Camera: 6.9 oz
- Front Camera and Mount: 11.8 oz
- Rear Camera: 9.6 oz
- Rear Camera Controller: 3.8 oz
- Axon Power Unit (Battery): 9.8 oz
- Axon Signal Vehicle Unit: 3.23 oz
- Cradlepoint Router: 14 oz

The front-facing Fleet camera has an IEC 60529 IP53 ingress protection (IP) rating (dust, spray). The rear-facing Fleet camera has an IEC 60529 IP54 (dust, spray). Additionally, Axon Fleet cameras are physically hardened to the US Military Standard MIL-STD-810G and are suitable for policing and tactical operations.

All Axon Fleet hardware will operate normally in up to 90% humidity (non-condensing). Spray and humidity testing are performed in house by Axon; dust testing is performed by a third-party.

The Axon Fleet system has passed rigorous shock and vibration testing to simulate an in-car environment in various road and environmental conditions. The system is designed as a rugged solution built to withstand the extreme and dynamic conditions inside of a vehicle. The cameras can withstand a 6-foot drop.

All Axon Fleet cameras and mounts are tested to IACP crash test specifications, including a static pull test with a force corresponding to 50 times their own weight, in at least three different angles to simulate frontal, side, and rear collisions.

The Axon Fleet power unit (battery) essentially acts as both an uninterruptible power source and a standby power supply. The Axon Fleet system uses the vehicle's electrical system as a power source. If the vehicle's ignition is shut off, the Axon Fleet power unit supplies power to the camera to allow you to keep recording. With a fully charged power unit, the camera can record over 4 hours without the engine running. The battery will begin recharging when the engine is turned back on. It may take over 3 hours for a depleted battery to fully recharge.

The Cradlepoint router serves as the communication platform inside the vehicle, routing cellular, Wi-Fi, GPS and Metadata for the Axon Fleet system. Please note Axon does not provision, activate, manage or manage carrier SIM cards for routers and does not manage cellular carrier data plans.

The router kit includes the current Cradlepoint router, ethernet cables, GPIO cabling and power cabling. The following hardware must be purchased to use the router.

5-IN-1 ANTENNA

The MULTIMAX FV antenna (manufactured by Airgain) is a full outdoor antenna designed specifically to provide high performance connectivity for Fleet and Public Safety vehicles and assets connecting to almost any vehicular router or modem. This antenna offers two high gain cellular/LTE/MIMO antennas which support LTE Band 14 for FirstNet, two high gain dual band Wi-Fi antennas, and a GNSS antenna inside a single robust and compact housing.

WARRANTY

If the Member chooses to purchase the Axon router, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes:

- Coverage for all products and services
- 12X5 support via email, phone and chat
- 24X7 qualified phone support
- Advanced Exchange: next day business replacement
- Service level targets
- Extended warranty for routers for the term of the Cradlecare license
- Assigned Enterprise Support Engineer (for deployments of 50 routers or more)
- Enterprise engineering resources for network design and best practices

implementation

- Priority consideration of future feature requests and beta trials

AXON INTERVIEW ROOM

The Axon Interview solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.

The Axon Interview solution can support both overt and covert cameras. The overt cameras most commonly utilized has dimensions of 4.0" x 5.875" and a weight of 1.2 lbs. The covert camera most commonly utilized has dimensions of 1.75" x 0.82" and a weight of 0.75 lbs. The most commonly utilized microphone has dimensions of 2.75" x 4.5" and a weight of 8 oz.

Touch panels will be mounted in front of each interview room and communicate with the redundant recorders throughout the network. The cameras will plug into and draw power from a POE switch to communicate with the recording software. The microphones will plug into and draw power from the cameras. The interview is started and stopped from the touch panel or from a designated PC.

The recording server is capable of storing over 720 hours of video as this is meant as an initial recording point only. At the end of the recording, the video file will automatically begin offloading to the cloud, when the video has been fully offloaded (and authenticated with a cryptographic hash function) the file will automatically purge from the server making room for additional interviews.

Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer.

68	Describe the training, set-up and installation process.	Preliminary technical assessment and support will be provided by the Axon Pre-Sales Engineer assigned to the Member. This individual is a subject matter expert in embedded systems and networking and knows how to configure our products to best support your desired workflows. The Sales Engineer will also coordinate any additional resource required for your project. Post evaluation by a Sales Engineer, Axon can help Members to maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are included in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.
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69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	Each offered solution ingests its footage into Axon Evidence, our DEMs system. Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organized stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence. Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page. Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills. Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download). Axon Evidence has eight native system reports that include various sets of file metadata for evaluation and analysis. These reports generate as Microsoft Excel worksheets that allow data grouping, sorting, and additional manipulation through the pivot table function. Advanced reporting and data analysis is possible through the Axon Evidence Partner API, which can pull data into third-party business intelligence tools. Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence.
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	Axon Evidence can be accessed using a compatible browser installed on a tablet or smartphone. Axon Evidence is written in HTML5 to allow mobile devices to display the site and can be accessed with the following web browsers: • Microsoft Internet Explorer • Google Chrome • Mozilla Firefox • Apple Safari • Microsoft Edge Axon also offers several mobile applications, which are outlined under the headers below. AXON VIEW Using Axon View, a free mobile application, officers can add metadata by tagging evidence with a title, event ID, and category, prior to uploading the file to Axon Evidence. When offload is initiated, the videos stored on the camera upload to Axon

Evidence with the tag information applied from the Axon View application.

Officers can also view videos stored on the camera using the Axon View app, an officer can pair the Axon camera with a smart device via a Bluetooth and Wi-Fi connection and review videos stored on the camera. Data is not stored on the smart device and cannot be deleted, altered or edited.

Officers can tag videos with the following metadata.

- ID – Case ID of incident
- Title – Titles default to the device type, date and time of the video capture "Axon Body 2 Video 2012-10-13 1447". This field can be updated by the user at the time of capture to display a more specific title (i.e. suspect name or address of incident).
- Category – Allows searching for any category type or to specify any category added by the Agency (i.e. traffic violation or felony arrest). Users can add multiple categories to a given piece of evidence. Axon View pulls the pre-defined categories and retention criteria from the agency's Axon Evidence account. This limits the category assigned to a video or bulk group of videos to one category selection.
- Location - GPS tagging will also be recorded as metadata as long as the application is permitted to access location information from the smart device paired to the camera.

AXON CAPTURE

Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. It allows officers to capture photos, videos, and audio recordings using the technology already in their pocket, with the security and organization to protect truth.

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field.

The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

AXON DEVICE MANAGER

We're always looking for ways to increase efficiency across the Axon platform. That's why we developed the Axon Device Manager mobile application to streamline Axon device management tasks. The app allows authorized users to manage device assignments, statuses, and firmware updates for certain Axon devices from their smartphones.

Authorized users log in to the app under their agencies' Axon Evidence instance using their Axon Evidence credentials. The connectivity between the app and Axon Evidence ensures device assignments and updates completed via Axon Device Manager are properly reflected in Axon Evidence.

The Axon Device Manager app assists agencies deploying large numbers of devices by enabling armorers or administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

The Axon Device Manager app is available for download in the App Store for iPhones and the Google Play Store for Android smartphones. The app requires an NFC-compatible smartphone and certain OS versions to operate. Axon Device Manager is currently available through the Google Play Store for Android Devices Version 5.0 and up and through iTunes for iOS 11.0 or later. Compatible with iPhone, iPad, and iPod touch.

Axon Device Manager currently supports the following devices which are included in the scope of the RFP:

- Axon Body 2 camera
- Axon Flex 2 camera
- Axon Signal Sidearm device
- Axon Signal Unit
- Firmware upgrades only
- Android only

The application will be compatible with all future Axon devices.

71	Describe your upgrade policies for hardware and software products.	SOFTWARE Axon releases Axon Evidence software upgrades on both a scheduled and nonscheduled basis as required. Axon will release a software update to Axon Evidence during a period of low traffic usage. Software upgrades are "pushed" to Axon Evidence and are immediately available to you as soon as you log on, eliminating the need to perform manual updates. Axon applies these upgrades remotely, so you don't have to worry about properly integrating or updating your systems. Routine maintenance is scheduled on the fourth Tuesday of each month at 21:00 – 22:00 PST. The latest product features, enhancements and software updates, upgrades, patches and fixes and firmware updates are included as part of your investment in Axon Evidence in the price of software licenses. Patches contain fixes to known issues reported by internal resources or by users at police agencies. There are no additional costs for any software patch or fix deployed. Patch deployment involves minimal or no downtime for the customer's solution. Updates to firmware supporting Axon cameras and Axon Docks are "pushed" from the internet to the local devices through the Axon Docks (or Evidence Sync) without the need for agency interaction. Firmware updates are released on an as needed basis on average, every 2-3 months. Axon periodically distributes updates for Axon View XL software and Axon Fleet camera firmware. When connected to Axon Evidence, Axon View XL will automatically check for and apply any updated configuration settings every 10 minutes, ensuring the most up-to-date settings are applied to the application and your Axon Fleet cameras. When updates are available, the system automatically downloads the update and displays an Update button showing the update is ready to install. Axon recommends installing updates at the beginning of a shift, as it might take a couple minutes to complete the installation, and the application will close during the update and will automatically reboot once the update is completed. A detailed email is sent to system administrators when new releases, updates or upgrades are made to Axon Evidence, Evidence Sync or Axon hardware. The Release Notes page in Axon Evidence displays links to the release notes containing a summary of features and enhancements for the current and previous releases. The User Guides page displays links to guides that provide detailed information on Axon Evidence features. Release notes and user guides are in PDF format. As updates and features are released, your Customer Success Manager or the Customer Support team will troubleshoot all changes to ensure a successful experience for customers. HARDWARE If a Member agency purchases a Technology Assurance Plan (TAP) package, that makes them eligible for a hardware upgrade during their contract (specific timelines depend on the product and contract details). Axon's dedicated Customer Support division tracks the TAP timelines for all subscribed agencies. When an agency is entitled to a hardware refresh under the TAP program, Axon will determine which hardware the agency is eligible to receive and contact the agency to coordinate the refreshment. Axon will request that the agency sign a Certificate of Destruction (COD) or initiate a Return Material Authorization (RMA) process on the agency's behalf for the equipment Axon will replace, depending on the generation/model of the equipment. Then, Axon will ship the new hardware to the agency at no cost. Axon is committed to proactively serving its customers. However, an agency may contact Axon Customer Support at any time to inquire about the initiation or progress of a TAP hardware refresh.
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72	Describe the methods adopted to demonstrate that the offered equipment, products, and services comply with applicable federal, state and local laws and policies on data collection, use, management, and retention.	As part of Axon's ISO 27001 certified information security management system (ISMS), our Information Security team performs risk and compliance assessments to identify applicable regulations and statutes. Upon discovering changes, Axon is committed to adhering to them within commercially reasonable timeframes. Axon Evidence is congruent with the guiding principles outlined in the Canadian Community Safety Information Management Strategy (CCSIMS) as developed by the Information and Communications Technology Committee of the CACP. Not only does Axon Evidence streamline efficiency, it allows agencies to integrate their existing solutions or manage third-party data and digital evidence on one interoperable platform. With the features built into Axon's solutions, police services can connect with partner agencies and the Crown, while still maintaining independent Axon Evidence accounts and instances, which allows for easier sharing of information with all the stakeholders involved. Our proposed solution supports the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM). The requirement shall be met by the core proposed platform. This capability exists or is being used in-production elsewhere and can be demonstrated. All Axon Evidence APIs utilize JavaScript Object Notation (JSON) per modern standards and for improved performance. Regarding adherence to local laws and policies on data collection, use, management, and retention, it is up to the specific agency to ensure that they follow applicable laws. Axon Evidence allows members to customize the system to fit within local legal parameters.
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with Sourcwell on these terms and condition.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. 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."

DocuSign Envelope ID: 9D428523-5BE5-448A-9A84-474FCDA7B600

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday January 02, 2020 19:58:15
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Sourcewell_Pricing_Final.pdf - Monday January 06, 2020 14:03:05
- [Additional Document](#) - Additional Documents.zip - Thursday January 02, 2020 20:03:29

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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. - Matt Morstad, VP, Sales Operations, Axon Enterprise, Inc.

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.

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
RFP_010720_Public_Safety_Video_Surveillance_Solutions_with_Related_Addendum_5 Fri December 20 2019 10:58 AM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 4 Tue December 17 2019 08:21 AM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 3 Tue December 10 2019 05:55 PM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 2 Fri December 6 2019 04:08 PM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 1 Fri November 15 2019 09:11 AM	☒	—



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**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**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. 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.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any 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 offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. 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 Devices from multiple locations. All shipments are FOB shipping point 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 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

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from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 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 Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload 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 Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 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.

7.4.2 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 Device, or if for Services, the amount paid for such Services over the 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.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, 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 to perform 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



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Agreement by reference.

- 9 **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 Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon 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 Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon 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 Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon 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; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
 - 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 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 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

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the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled 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 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 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, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.



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18.10 Governing Law. The laws of the state 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

18.12 Entire Agreement. This Agreement, including the Appendices 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 representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"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.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"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.

- 2** **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

- 3** **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.

- 4** **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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 5** **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.

- 6** **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



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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.

Agency will also maintain the security of end user names 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.

- 7** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8** **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 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

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or errors before Agency uploads data to Axon Cloud Services.

- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** 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;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** 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
 - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 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 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.
- 14** **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.
- 15** **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.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

1 Utilization of Services. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 Body-Worn Camera Full Service (BWC Full Service). BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration

- Setup Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3 Body-Worn Camera 1-Day Service (BWC 1-Day). BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

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System set up and configuration (Remote Support) • Setup Axon Mobile on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.

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- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

- | |
|---|
| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional 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 the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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- 11 Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12 Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 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 OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

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- 6 TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8 Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2.** Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3.** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 9.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2.** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless



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Microphone to Axon.

- 6 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.
- 7 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Commander™ Software Appendix

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions or graphics of Commander; or
 - 3.8 remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("Updates") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.



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Axon Application Programming Interface Appendix

1 **Definitions.**

"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.

"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.

"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.

"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;



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-
- 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 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:
 - 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; and
 - 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 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
- 2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any 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 the charges or schedule

4 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

8.1. Make available its relevant systems for assessment by Axon (including making these



Master Services and Purchasing Agreement

- systems available to Axon via remote access);
- 8.2.** Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3.** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4.** Ensure all appropriate data backups are performed;
 - 8.5.** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6.** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7.** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any 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 the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue.
 - 6.2. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs.
 - 6.3. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data



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within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Master Services and Purchasing Agreement

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration - Assisting with assigning cameras and registering docks - Maintaining Agency's Axon Evidence account - Connecting Agency to "Early Access" programs for new devices
Account Maintenance - Conducting on-site training on new features and devices for Agency leadership team(s) - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program - Conducting weekly meetings to cover current issues and program status
Data Analysis - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows - Comparing Agency's Axon usage and trends to peers to establish best practices - Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support - Providing on-site, tier 1 and tier 2 technical support for Axon devices - Proactively monitoring the health of Axon equipment - Creating and monitoring RMAs on-site - Providing Axon app support - Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy - Coordinating bi-annual voice of customer meetings with Axon's Device Management team - Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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 Release Date: 11/8/2019

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- 3.3.** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1. **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2. **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.

**AMENDMENT #1
TO
CONTRACT #010720-AXN**

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Vendor has updated its Master Services and Purchasing Agreement to Version 9.0, dated 4/17/20. All references to the Master Services and Purchasing Agreement should be read to mean Version 9.0, which is attached and incorporated.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Author: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 6/13/2020 | 11:32 PM CDT

Axon Enterprise Inc.

DocuSigned by:
By: Chris Kirby
Author: A3368A04C8124A8...

Chris Kirby
Name – Printed

Title: VP, Sales

Date: 6/12/2020 | 4:27 PM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Author: 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 6/14/2020 | 2:38 PM CDT



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**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 act as a master agreement governing all subsequent purchases by Agency for the same Axon products 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 therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any 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 offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**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**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 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 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. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. 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.



Master Services and Purchasing Agreement

- 5** **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point 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 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days 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 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 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 Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload 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 Device sent to Axon for service.
- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.
- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.
- 7.4.1 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.**
- 7.4.2 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**



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not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 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.

- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, 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 to perform 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 **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 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 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon 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 Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon 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.
- 16 **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; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.



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17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 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.

17.2 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.

17.3 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 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 Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 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 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 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.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 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.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 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,



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or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 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.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state 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.
- 19.11 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices 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 representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"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.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"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.

"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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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



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Cloud Services.

Agency will also maintain the security of end user names 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.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers 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 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 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



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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 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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.

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.

- 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:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** 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;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** 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
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 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 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.

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- 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, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services

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are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

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Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

- 8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional 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 the charges or schedule.

- 9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

- 10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems,

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delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

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- 9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2** Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection



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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. Cradlepoint installation is outside the scope of this Agreement. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or



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exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Unlimited Upgrade.** If Agency has no outstanding payment obligations and has purchased the Axon Fleet Technology Assurance Plan ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote") as schedule on the Quote

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7 **Privacy.** Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

- 8.1 Axon Fleet Subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet TAP.



Master Services and Purchasing Agreement

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

Add-on Services Appendix

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This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement

Axon Commander™ Software Appendix

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Master Services and Purchasing Agreement

Axon Application Programming Interface Appendix

1 **Definitions.**

"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.

"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.

"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.

"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;



Master Services and Purchasing Agreement

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- 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 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:
 - 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; and
 - 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 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

- 2** **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

- 3** **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

- 4** **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

- 5** **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

- 6** **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

- 7** **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal



Master Services and Purchasing Agreement

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- computers and any other materials needed to perform the Channel Services);
- 7.3** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4** Ensure all appropriate data backups are performed;
 - 7.5** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any 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 the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the



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VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Master Services and Purchasing Agreement

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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- 3.3** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement

Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.

AGENDA ITEM REPORT



To: Town Commission
Subject: Public Services Department July 2022 Report
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

For information

ATTACHMENTS:

[Public Services Report 202207](#)



TOWN OF PEMBROKE PARK

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

Geoffrey Jacobs
Mayor

Reynold Dieuveille
Vice Mayor

Bill Hodgkins
Clerk-Commissioner

J.C. Jimenez
Town Manager

Melissa P. Anderson
Town Attorney

Marlen D. Martell
Town Clerk

Public Services Department July 2022 Report

The Public Services Department is responsible for maintenance of Facilities (Town Hall); maintenance of roads and streets; maintenance of all stormwater, drainage, and sewer systems; management of Town parks; and management of all capital improvement and special projects. Listed below is a summary of the major works and projects completed and ongoing at the Town of Pembroke Park.

Work Orders (WO) Summary

Asset Essentials continue to be inconsistent; the reported number of work orders may not reflect the true number of work orders completed.

Number of WOs completed this period	<u>423</u>
Number of Parks WOs	52
Number of Roads & Streets WOs	166
Number of Stormwater & Wastewater WOs	192
Others	13

Facilities (Town Hall)

General Maintenance & Inspections:

Staff Level: Varies

Lighting	Changed 7 out of 427 lightbulbs
Air Conditioning (AC) Units	3 units ok, by service contract
AC Air Filters Air Filters	Changed 18
Air Vents	66; ok
Emergency Exit Lights	Ok
Defibrillator Unit	Ok
Elevators	1 call for repair by service contract
Roof	Ok
Janitorial & Cleaning Service	Completed by service contract
Doors and Windows Cleaning	Completed by service contract

Ongoing and Upcoming Facilities (Town Hall) Work/Projects

- ❖ Police Buildout
- ❖ Town Hall Hardening and Generator Upgrade
- ❖ Town Hall First Floor Elevated AC Duct
- ❖ Commission Chambers Buildout
- ❖ Public Works Steel Maintenance Building



Roads & Streets

Maintenance Activities:

Staff Level: 3

Landscaping maintenance	Town Hall & 3.7 miles rights-of-way (ROW)
Pothole roadways repairs	3
Sod placement	
Litter bags collected	175
Inspection and cleaning of Hallandale Beach Blvd bus shelters	17
Assessment of FPL power and light poles	7 poles to be replaced
Collection of dumping	Multiple sites
Vehicle accidents or damaged	1 truck got flooded during last storm
Repair/service of vehicles	1 sedan, 4 trucks, crane truck
Recycling pick-up on residential properties	SW 52nd, 48th Ave, 36th Ct, Dale Village, Green Acres, Lone Pine, Park Lake Estates, and Bamboo
Transfer of recycling material to Davie's Waste & Recycling, Inc collection site	4

Upcoming Roads & Streets Work/Projects

- ❖ SW 32nd Avenue Asphalt Replacement
- ❖ Relocation of Median #12 irrigation pump
- ❖ Sinkhole Troubleshooting and Repair

Stormwater & Sewer

Stormwater Maintenance Activities:

Staff Level: 2

Behan and Bamboo lake elevations	Below 2.5 feet
Meekins Lake level elevation	3.0 feet
Inspection of pumps and valves, emergency generators	Repair of stormwater pump station 1; 2, 3, 4, and 5 in normal operational mode.
I-95 pump station operation & maintenance	Completed by City of Hallandale Beach

Sewer Maintenance Activities:

Staff Level: 2 (same staff as above)

Lift station pump replacement	3
Lift station repair	7
Force Main Breaks and Repairs	0
Inspection and maintenance of lift stations & generators	28 lift stations, 7 generators
Replacement of lift station #15	Pending environmental permit
Service calls during business hours / after business hours	8

Upcoming or Proposed Stormwater & Sewer Work/Projects

- ❖ Replacement of 6-inch asbestos cement pipe (ACP) force main
- ❖ Master Plans for Stormwater and Wastewater Systems
- ❖ Town-Wide Needs Assessment
- ❖ Septic tanks to sewer conversion



Parks & Recreation

Parks Activities - Ryan Park & Preserve, Behan Parks, and Howard P. Clark Walkway:
Staff Level: 2 (Hiring process in progress for a Parks maintenance worker)

Cut grass	24.8 acres
Vehicle repairs	0
Weed and feed fertilizer applications	0
Tree trimming/removal	0
Inspection of playground equipment	No repair
Game area maintenance	No repair
Inspection of exercise equipment	19
Dumpster pickup	3
Picnic areas	No repair
New equipment	0
Building repair	Preserve bathroom accessories repair
Facility repair	0
Building maintenance and repair	Repair of check valve for ADA restrooms
Rec Hall maintenance and repair	0
Howard P Clark Walkway	No repair
Fence repairs	0
Pavilion rentals	Preserve (3); Behan (2)
Events setup	1 (Magistrate Hearing)
Prohibited activities	0
Vandalism activities	1 (bathroom equipment)

Community Garden/Food Forest

Volunteers	44
Special Events	1

Upcoming Parks & Recreation Work/Projects

- ❖ 47th Year CDBG Preserve Safety Improvements
- ❖ Behan's Park Building Roof Replacement
- ❖ Preserve Park Building Roof Replacement
- ❖ Magistrate Hearing – July 20th



Permits and Inspections

Activity:	Quantity
Plan reviews	52
Inspections	33
Impact fee review	0
Pre-construction Meetings	0

Miscellaneous

False Alarms	Violations	Warnings	Late Fees
	10	25	

Ongoing Grant Projects

SW 25 th Street and Vicinity Drainage Improvement	Environmental Permitting - 2 nd round
John P Lyons Lane Drainage Improvement	Keith & Associates site survey
Wind Retrofit	Selected lowest quote (BHP Windows & Windows, Inc)
Roof Retrofit	Bid proposals under review
Generator FPL program	Pending...
FRDAP Ryan Park Trail and Picnic Facility	Completed; not open to public yet
47 th Year CDBG Safety Lighting	Awarded. Construction to commence in 12 weeks

Other Projects

Citywide Critical Assets Vulnerability Assessment	Florida Resilient Grant Program
Stormwater Master Plan Assets Vulnerability Assessment	Florida Resilient Grant Program
Wastewater Master Plan Update Vulnerability Assessment	Florida Resilient Grant Program
SCADA Telemetry Vulnerability Assessment	Florida Resilient Grant Program

Services, Functions, and Activities:

The Public Services Department provides for the effective management and maintenance of the Town's roadways, infrastructure systems, and facilities as well as the coordination of the solid waste collection operation and the management and supervision of the stormwater and sewer utilities. The department also responds to and assists other Town departments in emergencies and instances of severe weather preparation and recovery. The Department is directly responsible for several specialized divisions: public works – administration, capital improvement plan management, general maintenance, facilities maintenance and street maintenance, solid waste, sewer, and stormwater.

AGENDA ITEM REPORT



To:

Subject: Piggyback contract for School Crossing guard services

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

Currently, the Town does not have a contract for school crossing guard services. We have been using Staffing Connection and to avoid a significant price increase they are offering us an option to piggyback their contract with the City of Miami.

FINANCIAL IMPACT:

Price increase

RECOMMENDATION:

Discussion and direction from the Commission.

ATTACHMENTS:

[8a Bid Tab signed IFB 1164387](#)

[14 IFB 1164387- School Crossing Guards](#)

[1562_001](#)

Bid Price Sheet - Invitation for Bid ("IFB") 1164387 for School Crossing Guards											
					MIAMI PATROL EAGLE PROTECTION, LLC.		PACKPLUS INC. DBA Josmar Medical Staffing		WATERFIELD FLORIDA STAFFING, LLC		
	Line Items			Unit of Measure	Estimated Quantity	Cost	Total	Cost	Total	Cost	Total
1	School Crossing Guard Rate			Hours	37800	Non-Responsive		Non-Responsive		\$ 20.98	\$ 793,044.00
2	Field Supervisor Rate			Hours	2520					\$ 26.22	\$ 66,074.40
3	Emergency School Crossing Rate			Hours	500					\$ 20.98	\$ 10,490.00
4	Emergency Field Supervisor Rate			Hours	10					\$ 26.22	\$ 262.20

Prepared by: Eduardo J. Falcon
Procurement contracting Manager

Approved by: 
Chief of Police or designee



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFB Number:	1164387
Title:	Invitation for Bid for School Crossing Guard Services
Issue Date/Time:	May 27, 2021
IFB Closing Date/Time:	Friday, June 17, 2021 at 2:00 PM
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	Thursday, June 3, 2021 at 10:00 AM
Pre-Bid/Pre-Proposal Location:	Online via Microsoft Teams
Deadline for Request for Clarification:	Tuesday, June 8, 2021 at 2:00 PM
Contracting Officer:	Falcon, Eduardo
Contracting Officer E-Mail Address:	efalcon@miamigov.com

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

BIDDER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

Certifications

Legal Name of Firm:

Federal Employment Identification Number ("FEIN/EIN"):

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)

If subcontractor(s) will be utilized, provide their name, address and the portion of the work they will be responsible for under this contract (a copy of their license(s) must be submitted with your bid response):

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 1/07/21). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Documents Section of BidSync)

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services/goods

as described in this solicitation, or has provided such services/goods in the past:

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 1: Name of Contact Person and Telephone Number for above reference no. 1

Reference No. 1: Date of Contract or Sale for above reference no. 1

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person and Telephone Number for above reference no. 2

Reference No. 2: Date of Contract or Sale for above reference no. 2

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person and Telephone Number for above reference no. 3

Reference No. 3: Date of Contract or Sale for above reference no. 3

What is the total number of years' experience that Bidder has in providing services as described in this

Invitation for Bid?

The City anticipates that the services described herein can be planned and launched immediately after contract signing. Is your firm able to roll out a full deployment of required services immediately?

IMPORTANT NOTICE TO BIDDERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATIONS SECTION WILL RENDER YOUR BID NON-RESPONSIVE.
- ALL UPLOADS SHALL BE IN PDF FILE FORMAT AND EXCEL FORMAT FOR THE BID PRICE SHEET, NO OTHER FILE FORMATS WILL BE ACCEPTED BY THE CITY.
- ATTACHMENT FILES SHALL BE NO MORE THAN 250MB IN SIZE EACH, SHOULD THERE BE A NEED FOR A LARGER SIZE FILE TO BE UPLOADED SPLIT IN MULTIPLE FILES.
- CONTACT BIDSYNC VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, SUPPORT.BIDSYNC.COM OR EMAIL SUPPORT@BIDSYNC.COM, FOR BIDSYNC TECHNICAL DIFFICULTIES AND/OR ISSUES.

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Terms and Conditions

1. General Conditions

1.1. 1. General Terms and Conditions for Invitation for Bids (IFB)

1. GENERAL TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB) -

References to goods only apply insofar as they are applicable to "Goods" as defined in Section 18-73 of the City Code. References to "Professional and Personal Services" are as defined in Section 18-73 of the City Code.

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A Formal Solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami (City) Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS - Any good(s) delivered under this Formal Solicitation, if applicable, shall remain the property of the Bidder until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Successful Bidder and return the product to the Successful Bidder at the Successful Bidder's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of a Bidder's response shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

1.3. ACCEPTANCE/REJECTION - The City reserves the right to accept, reject any or all, or portion of responses after opening/closing date, and request re-issuance on the goods/services described in the Formal Solicitation. In the event of a rejection, the Director of Procurement shall notify all affected Bidders and provide a written explanation for such rejection. The City also reserves the right to reject the Response of any Bidder which has previously failed to properly perform under the Terms and Conditions of a City Contract, to deliver on time contracts of a similar nature, and which is not capable to perform the requirements defined in this Formal Solicitation. The foregoing is not an all-inclusive list of reasons for which a response may be rejected. The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its sole discretion, re-issue the Formal Solicitation.

1.4. ADDENDA - It is the Bidder's responsibility to ensure receipt of all Addenda. Responses to questions/inquiries from prospective Bidders will be provided in the form of an Addendum. Addenda are available on BidSync.

1.5. ALTERNATE RESPONSES -Alternate responses will not be considered, unless specifically requested by the City.

1.6. ASSIGNMENT - Successful Bidder agrees not to subcontract, assign, transfer, convey, sublet, pledge, encumber, or otherwise dispose of the resulting Contract, in whole or in part, or any or all of its rights, title or interest herein, without the City's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, appellate, administrative, mediation, and/or arbitration arising out of the resulting Contract, each party shall bear their own attorney's fees through and including, appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION -The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Successful Bidder which are directly pertinent to this Formal Solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers, and records pertinent to the resulting Contract for three (3) years after the City makes final payment and all other pending matters are closed. Successful Bidder's/Contractor's failure to, or refusal to comply with this condition, shall result in the immediate cancellation of this Contract by the City. The Audit Rights set forth in Section 18-102 of the City Code apply as supplemental terms and are deemed as being incorporated by reference herein.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Bidder at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Bidder at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Bidder.

1.10. AWARD OF CONTRACT -

A. The Formal Solicitation, any addenda issued, the Bidder's response, and the Purchase Order shall constitute the entire Contract, unless modified in accordance with any ensuing Contract, or amendment.

The award of a Contract, where there are Tie Bids, the tie breaker will be decided by the Director of Procurement or designee, in the instance that Tie Bids cannot be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

B. The award of this Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications/Scope of Work. Bidder may be found non-responsive if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is found non-responsive, the City, through action taken by the Department of Procurement, will void its acceptance of the Bidder's Response and may accept the Response from the next lowest responsive, responsible Bidder most advantageous to the City or may re-solicit for the goods/services. The City, at its sole discretion, may seek monetary restitution from Bidder and/or its bid bond or guaranty, and/or similar security, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's failure to satisfy the City's requirements.

C. The term of the Contract shall be specified in one of three documents which shall be issued to the Successful Bidder. These documents may either be, a Purchase Order, Notice of Award, and/or Contract Award Sheet.

D. The City reserves the right to automatically extend this Contract for up to one hundred eighty (180) calendar days beyond the stated Contract term, in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right to extend is exercised, the City shall notify the Successful Bidder, in writing, of its intent to extend the Contract in accordance with the existing terms and conditions for a specified number of days. Additional extensions beyond the first one hundred eighty (180) day extension may occur, if, the City and the Successful Bidder are in mutual agreement of such extensions.

E. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.

F. The City reserves the right to award the Contract on a split-order, lump sum, individual-item basis, or such method of award in the best interest of the City, unless otherwise specified.

G. A Contract may be awarded to the Successful Bidder by the City Commission based upon the minimum qualification requirements reflected herein.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check issued by a bank authorized to transact banking business in Florida, or a Bid Bond/Bid Security signed by a surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount as specified in the bid, is required from all Bidders, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder will accept the Contract, as bid, if it is awarded to Bidder. Bidder shall forfeit bid deposit to the City, should City award Contract to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful Bidders within ten (10) days after the award and Successful Bidder's acceptance of award. If one hundred eighty (180) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute a Contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Bond/Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained which cannot be determined at the time of award. Award may then be made to the next lowest responsive and responsible Bidder, or all Bid responses may be rejected.

1.13. BID RESPONSE FORM - All required forms in the Formal Solicitation should be completed, signed, and submitted accordingly as specified to in the Formal Solicitation. Digital signatures may only be utilized if expressly permitted in the solicitation.

1.14. BRAND NAMES - If, and wherever in the specifications, brand names, makes, models, names of any manufacturers, trade names, or Bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the City does not desire to rule out other competitors' brands or makes, the phrase "APPROVED EQUAL" is added. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive or exclusive. The Bidder shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following: Equal in every important attribute, to include industry quality measurable standard, quality of product, accessibility of distribution, durability/reliability/dependability and warranty coverage, and the delivery schedule.

When bidding an "APPROVED EQUAL", Bidders shall submit, with their response, complete sets of necessary data (e.g., factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The Bidder shall demonstrate comparability, including appropriate catalog materials,

literature, specifications, test data, etc. The City shall be the sole judge of equality and its decision shall be final. The City shall determine in its sole discretion, subject to the concurrence of the Project Manager whether goods are acceptable as an equivalent. Unless otherwise specified, evidence in the form of samples may be requested, if the proposed brand is other than specified by the City. Such samples are to be furnished after Formal Solicitation opening/closing, upon request of the City. If samples are requested by the City, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

When "NO SUBSTITUTION" is used in conjunction with a manufacturer's name, brand name, and/or model number, that named item is the only item that will be accepted by the City in that particular instance.

1.15. CANCELLATION -The City reserves the right to cancel this Formal Solicitation, before its opening/closing. In the event of cancellation, the Director of Procurement shall notify all prospective Bidders and provide a written explanation for the cancellation. There shall be no recourse against the City for a cancellation made in accordance with this Section.

1.16. CAPITAL EXPENDITURES - Successful Bidder understands that any capital expenditures that the Successful Bidder makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the Successful Bidder must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Successful Bidder. If Successful Bidder has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder, any subcontractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction, or other legal or equitable proceedings, or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder, by submitting a response, certifies that its response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Bid for the same goods/services, or with the City of Miami's Procurement Department or initiating department. The Bidder certifies that its response is fair, without control, collusion, fraud, or other illegal action. Bidder certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Successful Bidder understands that contracts between private entities and local governments are subject to certain laws, codes, and regulations, including laws pertaining to public records, sunshine (open meetings), conflict of interest, ethics records keeping, etc. City and Successful Bidder agree to comply with and observe all applicable laws, codes, regulations, and ordinances, and to secure all applicable public approvals and/or consents, of any governmental agency and/or owner of intellectual property rights as that may in any way affect the goods or services offered, including, but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

- D.** Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.** Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.** Americans with Disabilities Act of 1990, as amended.
- G.** National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.** National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.** City Procurement Ordinance, City Code Section 18, Article III.
- J.** Conflict of Interest, City Code Section 2-611;61.
- K.** Cone of Silence, City Code Section 18-74.

- L.** The Florida Statutes Sections 218.70 to 218.79, the Prompt Payment Act.

Lack of knowledge by the Successful Bidder will in no way be a cause for relief from responsibility. Non-compliance with all applicable local, State, and Federal directives, orders, codes, rules, regulations, and laws may be considered grounds for termination of Contract at the option of the City Manager.

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each Formal Solicitation once advertised and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Formal Solicitations for the provision of goods and services for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding Formal Solicitations between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs.

The provision does not apply to, among other communications: oral communications with the City Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the Formal Solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-bid conferences, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable Formal Solicitation documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular Formal Solicitation by City Procurement staff.

Bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk's Office, which shall be made available to any person upon request. Written communications may be in the form of an e-mail, or fax with a copy to the City Clerk's Office being required.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any award voidable. A violation by a particular Bidder, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami Dade County Commission on Ethics.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk's Office at 305-250-5360 or clerks@miamigov.com, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Government in the Sunshine (public Meetings) Act and Public Records Act. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Bidders, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, Bidder shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in Bidder's firm.

A. Bidder further agrees not to use or attempt to use any knowledge, property, or resource which may be within his/her trust, or perform his/her duties, to secure a special privilege, benefit, or exemption for himself/herself, or others. Bidder may not disclose or use information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal, or benefit, or for the personal gain, or benefit of any other person, or business entity.

B. Bidder hereby acknowledges that he/she has not contracted or transacted any business with the City or any person, or agency acting for the City, and has not appeared in representation of any third party before any board, Commission, or agency of the City within the past two years. Bidder further warrants that he/she is not related, specifically the spouse, son, daughter, parent, brother, or sister, to: (i) any member of the Commission; (ii) the Mayor; (iii) any City employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder to immediate termination of any contract with the City, and imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Formal Solicitation, and Bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER - All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be borne by the Bidder.

1.25. DEBARMENT AND SUSPENSIONS (SECTION 18-107) -

Authority and requirement to debar/suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief

Procurement Officer and the City Attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of City Contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of City Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar/suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

A. Causes for debarment/suspension. Causes for debarment or suspension include the following:

- 1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- 2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- 3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- 4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment/suspension.
- 5) Debarment/suspension of the Contractual Party by any federal, state or other governmental entity.
- 6) False certification pursuant to paragraph C below.
- 7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- 8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- 9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

B. Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

C. Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response for a solicitation to provide goods or services to a public

entity; may not submit a Response to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit response 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.

1.27. DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated.

Upon default by the Successful Bidder to meet any terms of a Contract, the City will notify the Successful Bidder of the default and will provide the Successful Bidder three (3) days (weekends and holidays excluded) upon notification, by the City, to remedy the default. Failure by the Successful Bidder to correct the default within the required three (3) days, shall result in the Contract being terminated upon the City notifying in writing the Successful Bidder of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract, and/or within the time required, or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder incapable of performing the work in accordance with, and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default, or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due, or which may become due on this Contract to the Successful Bidder.

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Bid is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures

as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.

B. Determination of Responsibility. A Responsible Bidder shall mean a Bidder who has submitted a Bid and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Bids will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Bidder(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount prices offered in the Response shall be fixed after the award of a Contract by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts, off the original prices quoted in the Response, will be accepted from Successful Bidder during the term of the Contract. Such discounts shall remain in effect for a minimum of one hundred and eighty (180) days from approval by the City Commission. Any discounts offered by a manufacturer to Successful Bidder will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or omissions in the Formal Solicitation, or Addenda (as applicable), should be reported in writing to the City's Procurement Department. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will become part of the Purchase Order (Contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence. Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (if applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY/DISASTER PERFORMANCE -In the event of a natural disaster or other emergency, or disaster situation, the Successful Bidder shall provide the City with the commodities/services defined

within the scope of this Formal Solicitation at the price contained within Bidder's response. Further, Successful Bidder shall deliver/perform for the City on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT -The Bid Contract consists of any amendments to the Bid Contract, the Formal Solicitation, including any addenda, Bidder's Response and any written agreement entered into by the City of Miami and Successful Bidder, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding, and representations, if any, made by and between the parties. To the extent that the Bid Contract conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Bid, the Formal Solicitation, including any addenda, and then the Bid shall control. This Contract may be amended only by a written agreement signed by the City and Successful Bidder.

1.33. ESTIMATED QUANTITIES - Estimated quantities or dollars are provided for the Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage during a previous contract period and; (b) the City may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this Contract. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The City is not obligated to place an order for any given amount subsequent to the award of the Contract. Said estimates may be used by the City for purposes of determining the low Bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES -

A. Rejection of Bids. The City may reject a Bid for any of the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses; and,
- 6) Bid was not executed by the Bidder's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject, and/or re-advertise for all or any portion of the Formal Solicitation, whenever it is deemed in the best interest of the City.

B. Elimination from Consideration.

- 1) A Bid Contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A Bid Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or failed to deliver on time, under contracts of a similar nature.
- 3) A Bid contract may not be awarded to any person or firm who has been debarred by the City, in accordance with the City's Debarment and Suspension Ordinance (Section 18-107), or is currently debarred by the State of Florida or

any political subdivision, or is on the convicted vendor's list per Section 287.133, Florida Statutes.

1.35. EXCEPTIONS TO GENERAL TERMS AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed in the Bid and shall reference the applicable section. Any exceptions to the General Terms and/or Special Conditions shall be cause for a Bid to be considered non-responsive.

1.36. Freight on Board (F.O.B) DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of Bid.

1.37. FIRM PRICES - The Bidder warrants that prices, terms, and conditions quoted in its Bid will be firm throughout the duration of the Bid Contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance, or resulting purchase orders, or Bid Contracts.

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

A. Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Bidder's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Bidder's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Bidder must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Bidder's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Bidder must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A located in the Documents Section of BidSync. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review **Attachment A**, located in the Documents Section of BidSync, for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39. GOVERNING LAW AND VENUE - The validity and effect of any Bid Contract as a result of this Formal Solicitation shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of the Bid Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of the Bid Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way, the expressed terms and conditions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) - Any person, firm, or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI), and/or Protected Health Information (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the City of Miami Privacy Standards. HIPAA mandates for privacy, security, and electronic transfer standards, which include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (i.e., paper records, and/or electronic transfer of data). The Successful Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Successful Bidder shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgments, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder and persons employed or utilized by Successful Bidder in the performance of this Contract. The Successful Bidder shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder, or persons employed or utilized by the Successful Bidder.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder or other acts of the Successful Bidder, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder or sub-consultant/contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Bidders must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous bid, or on file with the City, will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term of the Bid Contract, inspect Successful Bidder's/Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Successful Bidder, under the Bid Contract conform to the terms and conditions of the Formal Solicitation. Successful Bidder shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-101) City Code, as same may be amended or supplemented, from time to time, which, in conjunction with Section 18-102, providing for audits of City contractors, are applicable and are deemed as being incorporated by reference as supplemental terms.

1.45. INSPECTION OF BID - Bids received by the City, pursuant to a Formal Solicitation, will not be made available until such time as the City provides notice of a decision, or intended decision, or within 30 days after bid closing, whichever is earlier. Bid results will be tabulated and may be furnished upon request, via fax or e-mail, to the City's Procurement Contracting Officer, issuing the Formal Solicitation. Tabulations are also available on the City's website following a recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Bidder, shall furnish the evidence of insurance to the Procurement Department, as applicable. Submitted evidence of insurance shall demonstrate strict compliance with all requirements stipulated in the Special Conditions section titled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the certificate of insurance is received within the specified time frame but not in the manner prescribed in the Formal Solicitation, the Successful Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Bidder fails to submit the required insurance documents in the manner prescribed in the Formal Solicitation within fifteen (15) calendar days after receipt of the Notice of Award, the Successful Bidder shall be in default of the contractual terms and conditions and will not be awarded the contract. Information regarding any insurance requirements shall be directed to the Risk Management Director, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1384.

The Successful Bidder shall be responsible for ensuring that the insurance documents required in conjunction with this Section remain in effect for the duration of the contractual period; including any renewals and extensions that may be exercised by the City.

1.47. INVOICES - Invoices submitted by Successful Bidder to the City shall include the Purchase Order number and description of goods and/or services delivered (i.e., quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE -City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Bidders a separate Manufacturer's Certification of all statements made in the Bid. Failure to provide such certification may result in the rejection of the Bid, or termination of the Bid Contract, for which the Bidder/Successful Bidder shall bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No Contract or understanding to modify the Formal Solicitation and the resultant Purchase Order(s) or Bid Contract, if applicable, shall be binding upon the City, unless made in writing by the City's Director of Procurement through the issuance of a change order, addendum, amendment, or supplement to the Bid Contract, Purchase Order, or award sheet, as applicable.

1.51. MOST FAVORED NATIONS - Successful Bidder shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder grants now or in the future to a similarly situated local government.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in the Bid Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Bidder, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories as determined by the City. The data derived from any test for compliance with specifications is public record, and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered, not conforming to specifications may be rejected, and returned at Successful Bidder's/Contractor's expense. The non-conforming items not delivered in accordance with the stipulated delivery date in the Bid and/or Purchase Order, may result in Successful Bidder being found in default, in which event, any and all re-procurement costs may be charged against the defaulted Successful Bidder. Any violation of the above stipulations may also result in the Successful Bidder being removed from the City's supplier's list.

1.54. NONDISCRIMINATION - Successful Bidder affirms that it shall not discriminate as to race, gender, color, age, religion, national origin, marital status, or disability, in connection with its performance under the Formal Solicitation. Furthermore, Successful Bidder affirms that no otherwise qualified individual shall solely by reason of their race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Successful Bidder shall not discriminate against any person on the basis of race, gender, color, age, religion, national origin, marital status or disability. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve in the City's best interest, the City reserves the right to advertise for, receive, and award additional contracts for the goods and/or services described herein, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources, for the purchase of the goods and/or services described herein, as may be available in accordance with the applicable provisions of the City of Miami Procurement Ordinance.

It is hereby agreed and understood that the Formal Solicitation does not constitute the exclusive rights of the Successful Bidder(s)/Contractor(s) to receive all orders that may be generated by the City, in conjunction with the Formal Solicitation.

In addition, any and all goods, and/or services required by the City in conjunction with construction projects are

solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under the Formal Solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Bids submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after **May 6, 2019**, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the bidder at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by the bidder, and are not waivable by the city.

BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS IFB SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Bids that fail to meet the minimum qualifications and submission requirements of this IFB. Bidder understands that non-responsive Bids will not be evaluated.

1.57. OCCUPATIONAL LICENSE/BUSINESS TAX RECEIPT - Any person, firm, corporation, or joint venture, with a business location within the City's municipal boundaries and is submitting a Bid under the Formal Solicitation shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside of the City's municipal boundaries shall meet their local Occupational License/Business Tax Receipt requirements. A copy of the Occupational License/Business Tax Receipt must be submitted with the Bid; however, the City may, in its sole discretion, and in its best interest, allow the Bidder to provide the Occupational License/Business Tax Receipt to the City during the evaluation period, but prior to award. A Certificate of Use ("CU") will be required if applicable under City regulations.

1.58. ONE PROPOSAL - Only one (1) Bid from an individual, firm, partnership, corporation, or joint venture will be considered in response to the Formal Solicitation, unless otherwise stipulated in the Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties, that any documents, records, files, or any other matter whatsoever, which is given by the City to the Successful Bidder, pursuant to the Formal Solicitation shall at all times remain the property of the City, and shall not be used by the Successful Bidder for any other purposes whatsoever, without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of the Bid Contract or the application thereof, to any person or circumstance, shall to any extent be held invalid, then the remainder of the Bid Contract or, the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of the Bid Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND - A Successful Bidder may be required to furnish a Performance/Payment Bond as part of the requirements of the Bid Contract, in an amount equal to one hundred percent (100%) of the Bid Contract price. Any bond furnished will comply with Florida Law, and be in a form acceptable to the City of Miami Risk Management Director.

1.62. PREPARATION OF BIDS - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions.

A. Each Bidder shall furnish the information required in the Formal Solicitation. The Bidder shall print, type or manually enter the all requested information, sign and upload the Certification Statement

B. If so required, the unit price for each unit offered, shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises, unless otherwise specified. Bidder shall include in their Bid all taxes, insurance, social security (if applicable), workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.

C. The Bidder must state a definite time, if required, in calendar days, for delivery of goods and/or services.

D. The Bidder should retain a copy of all response documents for future reference.

E. All Bids, as described, must be fully completed and typed, or printed in ink and must be signed in ink with the Bidder's name, and by an officer or employee having authority to represent the Bidder by their signature. Bids having any erasures or corrections, must be initialed in ink by person signing the Bid or the Bid may be rejected.

F. Bids shall remain valid for at least 180 days. Upon award of a Bid Contract, the content of the Successful Bidder's/Contractor's Bid, may be included as part of the Bid Contract, at the City's discretion.

G. The City 's Bid Forms shall be used when Bidder is submitting its Bid. Use of any other forms, will result in the rejection of the Bid.

1.63. PRICE ADJUSTMENTS - Any price decrease effectuated during the Bid Contract period, either by reason of market change, or on the part of the Successful Bidder to other customers shall be passed on to the City.

1.64. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Bid Contract, the Successful Bidder awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery, and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Successful Bidder represents and warrants to the City, that it has not employed, or retained any person, or company employed by the City to solicit or secure the Bid Contract and that the Successful Bidder has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon, or in connection with, the award of the Bid Contract.

1.66. PROMPT PAYMENT - Bidders may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

Bidders are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be two percent (2%), 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount

with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Bid Price Sheet will be accepted from Successful Bidder(s) during the term of the contract. The City will comply with the Florida Prompt Payment Act, as applicable.

1.67. PROPERTY - Property owned by the City is the responsibility of the City. Such property furnished to a Successful Bidder for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Bidder shall be the responsibility of the Successful Bidder. Damages occurring to such property while in route to the City, shall be the responsibility of the Successful Bidder. In the event that such property is destroyed, or declared a total loss, the Successful Bidder shall be responsible for the replacement value of the property, at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resultant Bid Contract, all covenants, conditions and provisions of the resultant Bid Contract, shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Successful Bidder understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Bidder shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Successful Bidder shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its

possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

Successful Bidder/Contractor's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Bid Contract by the City.

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, AND PRODUCTS - All materials used in the manufacturing, or construction of supplies, or materials, covered by the Formal Solicitation shall be new. The items bid shall be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in the Formal Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed shall be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality, except as otherwise specified in the Formal Solicitation.

1.73. REMEDIES PRIOR TO AWARD (SECTION 18-106) - If prior to a Bid Contract award, it is determined that a Formal Solicitation or proposed bid award is in violation of law, then the Formal Solicitation or proposed bid award shall be cancelled and all bids rejected by the City Commission, the City Manager, or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (SECTION 18-105):

- A. Authority to resolve Contract disputes.** The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Successful Bidder and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.
- B. Contract dispute decisions.** If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

(a) Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

- a. Any prospective bidder who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
- b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

- a. Any actual bidder who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city manager's recommendation for award of contract. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
- b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
- c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) *Hearing officer.* The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) *Right of protest.* Any actual bidder or bidder who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) *Hearing date.* Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) *Hearing procedure.* The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the

protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

(c) Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

(d) Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination

that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs.

All costs accruing from a protest shall be assumed by the protestor.

(f) Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16)

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Bidder(s) will be notified by the City to remove such samples, at Bidder's expense, within 30 days after notification. Failure to remove the samples will result in such samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Successful Bidder shall not sell, assign, transfer, or subcontract at any time during the term of the Contract, the Contract itself, or any portion thereof, or any part of its operations, or assign, sell, pledge, dispose, convey, or encumber any portion of the performance required by this Bid Contract, except under, and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Bidder shall define all warranty, service, and replacements that will be provided. Bidders must explain on the Bid to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with Bidder's response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of the scope of work/specifications, and any supplemental scope of work/specification as to any detail or the omission from it, of detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design shall be used. All workmanship and services shall be first quality.

All interpretations of the scope of work/specifications shall be made upon the basis of this statement.

If Bidder has a current contract with the State of Florida, Department of General Services, to supply the items in the Formal Solicitation, the Bidder shall quote not more than the contract price; failure to comply with this request will result in disqualification of the Bid.

1.80. SUBMISSION AND RECEIPT OF BIDS - Electronic Bid submittals to this IFB are to be submitted through BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any

other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. NO EXCEPTIONS.
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased, and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.
6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

1.81. TAXES - The City is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders should be aware that all materials and supplies that are purchased by the Bidder for the completion of the Bid Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended, and all amendments thereto, and shall be paid solely by the Bidder.

1.82. TERMINATION - The City Manager, on behalf of the City, reserves the right to terminate the Bid Contract by written notice to the Successful Bidder effective as of the date specified in the notice, should any of the following apply:

A. The Successful Bidder is determined by the City, to be in breach of any of the terms and conditions of the Bid Contract.

B. The City has determined that such termination will be in the best interest of the City, to terminate the Bid Contract for its own convenience;

C. Funds are not available to cover the cost of the contracted goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services have been received, inspected, and found to comply with award specifications, free of damage, or defect, and properly invoiced. Payment will be made after delivery, within forty-five (45) days of receipt of an invoice, and authorized inspection and acceptance of the goods/services, and pursuant to Section 218.74, Florida Statutes, and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of the Formal Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified in the Bid. Deliveries shall be made during regular City business hours, unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods shall not pass to the City until after the City has inspected and accepted the goods or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE -All Bids submitted to the City are subject to public disclosure, pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Bid contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119, must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with Bidder's name, the Formal Solicitation number, and title marked on the outside.

Please be aware that the designation of an item as a trade secret by Bidder may be challenged in court by any person. By Bidder's designation of material in Bidder's Response as a "trade secret" Bidder agrees to indemnify and hold harmless the City for any award to a plaintiff for damages, costs, or attorney's fees and for costs and attorney's fees, incurred by the City, by reason of any legal action challenging Bidder's claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the Successful Bidder nor any of their employees shall perform any work, or deliver any goods, unless a change order or purchase order is issued and received by the Successful Bidder. The Successful Bidder will not be paid for any work performed, or goods delivered outside the scope of the Bid Contract, or any work performed by Successful Bidder's/Contractor's employee(s) not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion, or other publicity materials containing information obtained from the Formal Solicitation shall be mentioned, or imply the name of the City, without prior express written permission from the City Manager, or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of the Formal Solicitation evaluation, Bidder(s) must indicate any variances from the Formal Solicitation scope of work/specifications and/or conditions, no matter how slight. If variations, are not stated on their Bid, it will be assumed that the product fully complies with the Formal Solicitation's scope of work/specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for School Crossing Guard Services, as specified herein, from a source, fully compliant with the terms, conditions and stipulations of the Solicitation.

2.2. VOLUNTARY PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on Thursday, June 3, 2021 at 10:00 AM online via Microsoft Teams at Conference ID 828 541 144# or via phone (786) 598 - 2961. A discussion of the requirements of the Solicitation will occur at that time. Each potential Bidder is required, prior to submitting a Bid Response, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees.

Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

2.3. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted electronically via the Bidsync Portal. All questions must be received no later than Tuesday June 8, 2021 at 2:00 p.m. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to renew for three (3) one-year periods, subject to the availability of funds for succeeding fiscal years. Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.5. LIVING WAGE ORDINANCE

The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

“Service Contract” means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. **Section 18-557 is located in the Documents Section of BidSync as Attachment A.**

If a solicitation requires services, effective on January 1, 2017, contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

Living wage means a wage that is as defined in section 18-557 of this Code. The living wage may be adjusted once

annually by an amount equivalent to the cost of living adjustment for Miami-Dade County as published by the United States Department of Labor, Bureau of Labor Statistics. Language so stating will be included in all request for proposals, or other competitive solicitation documents, issued by the city for the procurement of services (unless the living wage provisions are excluded as provided in section 18-557 herein).

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review **Attachment A**, located in the Documents Section of BidSync, for a complete and thorough description of the City of Miami Living Wage Ordinance.

2.6. BIDDERS MINIMUM QUALIFICATIONS

For a Bidder to be deemed responsive the following minimum qualification requirements cited below shall be satisfied. In determining said responsiveness, each such minimum qualification requirement shall be addressed in detail in the Bid submittal. Failure to meet each such following minimum qualification requirement and/or failure to provide sufficient detailed documentation concerning the same, shall result in the Bid being deemed non-responsive.

Bidder Shall:

- A. Be an established firm, legally qualified to do business in the state of Florida, be able to comply with all Florida Department of Transportation ("FDOT") regulations, and be able to provide services related to those requested in this IFB, specifically those required in Sections 3.3, 3.4 and 3.5 of this solicitation.
- B. Have never filed for bankruptcy, be in sound financial condition, have no record of civil litigation or pending lawsuits involving criminal activities of a moral turpitude, and shall not have conflicts of interest with the City.
- C. Not have a member, principal, officer, or stockholder in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- D. Have worked in the capacity as a provider of School Crossing Guards services to governmental entities for at least three (3) consecutive years with the same Federal Employment Identification Number ("FEIN").
- E. Submit a written dress code policy as a part of the IFB response.
- F. Submit a written plan to as to how the Bidder will manage, supervise, and logistically implement the current school crossing guard for twenty-seven (27) public schools, with a minimum of forty (40) school crossing guards and two (2) field supervisors, encompassing two (2) morning shifts and two (2) afternoon shifts.

NOTE: Submittals that do not respond completely to all requirements shall be considered non-responsive and eliminated from the process.

2.7. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.8. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.9. METHOD OF AWARD

Award of this contract will be made to the lowest responsive and responsible Bidder who bids on all items and whose

bid offers the lowest price when all items are added in the aggregate. Failure to bid on all items shall deem your bid non-responsive.

2.10. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.11. INSURANCE REQUIREMENTS

Successful Bidder shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgments, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder and persons employed or utilized by Successful Bidder in the performance of this Contract. Successful Bidder shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder, or persons employed or utilized by Successful Bidder.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder shall require all subcontractor(s) agreements to include a provision that each subcontractor(s) will indemnify the City in substantially the same language as this Section. The Successful Bidder agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder in which the City participated either through review or concurrence of the Successful Bidder's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder or other acts of the Successful Bidder, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder or subcontractor(s) under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder.

Note: Insurance Definitions, Conditions, and Additional Requirements are located in the Documents Section of BidSync.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Personal and Adv. Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability Premises and Operations Liability Primary Insurance Clause

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 500,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability Statutory-State of Florida

IV. Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

V. Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Claim \$1,000,000

General Aggregate Limit \$1,000,000 Retro Date Included

Successful Bidder agrees to maintain professional liability/Errors & Omissions coverage for at least 2 years after termination of the contract period subject to continued availability of commercially reasonable terms and conditions of such coverage.

VI. Umbrella Liability

Each claim \$1,000,000

\$1,000,000 policy aggregate

Excess Follow Form over all applicable liability policies contained herein

City of Miami listed as an additional insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval. (See Insurance Addendum in Document Section).

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- (1) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation for Bids.
- (2) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be

granted to the Successful Bidder.

2.12. BID SUBMISSION

Please refer to Section 1.80 Submission and Receipt of Bids of the General Terms and Conditions of this solicitation.

2.13. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with Major Eric Gonzalez or Designee, who shall be designated as the Project Manager(s) for the City.

2.14. SUPERVISION

Successful Bidder shall assign one working "On Duty" Field Supervisor when designated by the Project Manager or their designee. Successful Bidder shall also provide the name and telephone number for a responsible Field Supervisor, or the Successful Bidder, who may be reached at any time for the purposes of addressing issues and receiving information as to daily contract performance. In the event the assigned Field Supervisor demonstrates an inability to properly supervise their personnel as determined by the Project Manager or their designee, then the Project Manager or their designee have the authority to request the immediate dismissal of said Field Supervisor of their responsibilities at the facility and Successful Bidder is to assign another individual upon four (4) hour notice (if requested by the City) to supervise staff in a satisfactory manner as determined by the Project Manager or their designee. The City shall only be liable for payment of the actual hours worked by said Field Supervisor(s).

2.15. ADDITIONS/DELETIONS OF FACILITIES /SERVICES

Although this solicitation identifies specific facilities/services, it is hereby agreed and understood that any facility/item/services may be added/deleted to/from this contract at the sole option and discretion of the City as it may deem in its best interest at such time.

2.16. HOURLY RATE

The hourly rate quoted shall include full compensation for labor, equipment uses, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

2.17. LOCAL PREFERENCE

City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

2.18. PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the contract year, this bond shall be maintained for the duration of the contract and any extensions or renewals (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written

by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Bidder.

2.19. BID BOND/SURETY BOND

All responses shall be accompanied by a Certified Check (Money Order), Cashier's Check or Surety Bond in the amount of five percent (5%) of the bid forecast amount payable to the City of Miami and conditioned upon the Successful Bidder submitting the specified Performance Bond within fifteen (15) days following award by the City Commission, in the form and manner required by the City. In case of failure or refusal to do so within the time stated, the security submitted with the bid will be forfeited as liquidated damages because of such failure or default. The original Certified Check (Money Order), Cashier's Check or Surety Bond shall be submitted to Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130. Upon execution of a Contract, and receipt of the Performance Bond as outlined above, the Certified Check (Money Order), Cashier's Check or Surety Bonds will be returned to all Bidders.

2.20. BACKGROUND CHECKS

Prior to commencement of the Successful Bidder's provision of School Crossing Guard services, Successful Bidder shall provide Level II Background Screening results pursuant to Florida Statute 435.04, for all employees, volunteers, and/or subcontractors who shall engaged in providing School Crossing Guard services.

2.21. JESSICA LUNSFORD ACT

In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2015) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, Successful Bidder agrees that all of its Personnel who provide or may provide Services under this Contract have completed all background screening requirements as outlined in the above-referenced statutes. Successful Bidder agrees to bear any and all costs associated with acquiring the required background screenings. Successful Bidder agrees that it has an ongoing duty to maintain and update this list as new Personnel are hired and in the event that any previously screened employee fails to meet the statutory standards. Successful Bidder further agrees to notify the City immediately upon becoming aware that one of its Personnel, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

Successful Bidder further covenants that any of its Personnel who provide or may provide Services under this Contract, shall also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

2.22. EMERGENCY

The Successful Bidder shall provide the City with School Crossing Guard Personnel in the evenings, weekends, and holidays, on an as needed basis, to manage any emergency situation which may threaten public health and safety, as determined by the City. Successful Bidder shall furnish with its Bid submittal a twenty-four (24) hour telephone number in the event of any such emergency situation. Pricing for this service shall be included in the Bid Price Sheet.

2.23. CHANGES/ALTERATIONS

Bidder may change or withdraw a Bid at any time **prior to** Bid submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the Bid deadline.

2.24. FORCE MAJEURE

Successful Bidder shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

2.25. METHOD OF PAYMENT

Full payment will be made upon receipt and acceptance of a completed services. No down or partial down payments will be made.

2.26. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or Field Supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.27. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder failure to perform is without his or his Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.28. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's/Bidder's authorized signature affixed to the Bidder's/Bidder's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no

additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

The City of Miami ("City") is seeking bids from qualified Bidders to provide School Crossing Guard Services for the City of Miami Police Department ("Police"), in accordance with the terms, conditions, and specifications contained in this Invitation for Bid ("IFB").

The Successful Bidder shall be responsible for providing State of Florida Department of Transportation ("FDOT") certified school crossing guards at locations and times specified by the City. The Successful Bidder shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements in accordance with the IFB specifications.

3.2 SCHEDULING/STAFFING REQUIREMENTS

It is the City's desire that the Successful Bidder coordinate with the City to offer the persons currently employed as school crossing guards or back-up guards, first consideration for any available school crossing guard work in accordance with the Successful Bidder's employment terms and conditions.

It is anticipated that forty (40) school crossing guards and three (3) Field Supervisors will be required for each school day. However, this is an estimate and the Project Manager will keep the Successful Bidder informed as to the exact number of school crossing guards that will be required at any one time. The Successful Bidder shall be required to provide coverage at the school crossings for the times indicated in Locations and Hours Attachment located in the Documents Section of the Solicitation (list of locations and hours of coverage, all tentative.).

All times listed in this attachment could be shifted earlier or later. The Successful Bidder shall be flexible and provide guards for the hours and locations needed on the instructions of the Project Manager or Designee.

Four (4) hours will be paid by the City for daily coverage at each school. However, in situations where elementary and middle school hours overlap at a post, additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Successful Bidder and the Project Manager.

All school crossing guards are required to be at their assigned post one-half (1/2) hour prior to the start of school in the morning, and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Dade County School Board, Successful Bidder shall comply with no added cost to the City.

3.3 TRAINING

It shall be the responsibility of the Successful Bidder, at no cost to the City, to ensure that all persons employed as school crossing guards, including Field Supervisors, receive proper training. The Successful Bidder must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDOT certified crossing guard trainers to ensure that all persons employed as school crossing guards receive proper training as required by law. Successful Bidder shall provide evidence (e.g., FDOT issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to Project Manager prior to employment by Successful Bidder. It is the Successful Bidder's responsibility to keep all training documentation up to date and to provide copies to the Project Manager or Designee. All FDOT issued training certificates shall be signed by Successful

Bidder before forwarding to the Project Manager.

Under no circumstances shall the Successful Bidder place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of school crossing guards or Field Supervisors who have not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

State required initial and annual re-training of all school crossing guards, including Field Supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Successful Bidder, at no cost to the City, to comply with all requirements of this regulation prior to contract commencement. The Field Supervisors shall be certified FDOT trainers; all pertinent information and qualifications, including copies of FDOT school crossing guard trainer certifications, be included as a part of your IFB response. If a Subcontractor or Consultant shall be the source of training, such Subcontractor or Consultant shall be identified, and all pertinent information and qualifications, including copies of FDOT school crossing guard trainer certifications, are to be included as a part of your IFB response.

Any required additional training throughout the school year will be the sole responsibility of the Successful Bidder, at no cost to the City.

The City, at its own expense, may provide training or instructions for some or all of the School Crossing Guards and Field Supervisors for topics related to job performance. Should this occur, the abovementioned personnel will be paid for their time in accordance to the Bid Price Sheet.

3.4 EMPLOYEE QUALIFICATIONS

a. **Training:** All appropriate Successful Bidder personnel must have received training in accordance with the training requirements as set forth in Section 3.3 above, prior to being assigned to the City's Contract. Use of untrained guards or Field supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Successful Bidder shall provide the City with credentials supporting this training, prior to guard, back-up guard, Field supervisor or trainer assignment.

Previous school crossing guard experience of the Successful Bidder's employees who would be assigned to this Contract is preferred by the City.

b. **Dress Code/Identification:** Successful Bidder shall provide the City a copy of their written dress code policy as a part of the IFB response.

All Successful Bidder's employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The Successful Bidder or its employees are responsible for the cost of such uniform.

Successful Bidder's personnel shall wear some identification indicating they are the Successful Bidder's employee. This shall be in the form of a company issued identification and a company issued uniform. The City reserves the right to approve uniforms to conform with City standards. .

Successful Bidder's personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing.

c. **Personnel Removal/Reassignment/Substitution:** The City acknowledges that all employees and contractors of the Successful Bidder shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder under its sole discretion and not an employee or agent of the City. The City reserves the right to request the Successful Bidder to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Successful Bidder employee will be replaced with an acceptable substitute employee. Such request, if made by the Project Manager or designee, shall be complied with immediately.

Notes:

Guards, back-up guards, Field Supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract.

Use of guards, back-up guards, Field Supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

Successful Bidder shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Successful Bidder, upon receipt of such information, will immediately notify the Project Manager or Designee.

Annual Criminal Background History Checks as set forth above for all persons assigned to this Contract shall be required, at no cost to the City, each summer prior to commencement of the new school year in August.

There may be nuances based on prior arrests and or convictions for crimes that may not be enumerated. Therefore, The City has the final decision in all hiring matters.

3.5 DAILY FIELD SUPERVISION

The Successful Bidder shall provide a minimum of three (3) experienced field Supervisors overseeing the operations, at all times, while the guards are on duty. A maximum of twelve (12) hours will be paid by the City for daily supervision for a maximum of three (3) field Supervisors. All supervisory personnel shall have FDOT certification as a Field Supervisor. It will be the responsibility of the field Supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City. Field Supervisors are permitted to work a post only on an emergency basis; Field Supervisors are to be active in the field, not working posts.

Additional supervisory personnel may be provided by the Successful Bidder to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the City.

3.6 GUARD BACK UP

The Successful Bidder shall ensure that adequate employees are available for the backup of any school crossing guard in case of absenteeism. Each backup school crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working school crossing guard shall be provided with the name and telephone

number of a back-up guard and Field Supervisors in case the working guard cannot be at their post.

3.7 TWENTY-FOUR (24) HOUR ANSWERING SERVICE

The Successful Bidder shall provide for its employees a 24-hour answering service. The Successful Bidder may set-up its own call-out procedure, and **this information shall be included in the IFB response.**

3.8 REPORTS

Successful Bidder shall provide the following reports to the Project Manager or Designee in the frequencies specified:

a. Weekly Group Time Sheet: This report shall be in a form agreeable to both parties and must include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all school crossing guard posts were properly staffed during the week. Each report shall be signed by the Successful Bidder certifying that the Successful Bidder's employees worked the hours listed on the timesheet. This report shall be sent via electronic mail to the Project Manager or Designee not later than the Wednesday following each week worked. The report shall also be sent via electronic mail, in Microsoft Excel format, to the Project Manager or Designee at the same time it is provided via electronic mail.

b. Master Guard List: This report shall include all school crossing guards and their assigned posts and back-up guards assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be sent via electronic mail to the Project Manager or Designee in Microsoft Excel format.

c. Student Count Report: A "student count report" shall be conducted, upon request of the Project Manager or Designee. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be sent via electronic mail to the Project Manager or Designee.

d. Complaint Report: Successful Bidder shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Project Manager or Designee as follows: due January 15th for the period covering commencement of the school year in August through Winter Break; due June 15th for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. If there is an Extended School Year Session (e.g., Summer School), a report shall be due on August 1st covering the entire Extended School Year Session. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be sent via electronic mail to the Project Manager or Designee in Microsoft Excel format.

e. Daily Time Sheets: Successful Bidder shall maintain at its offices, and make available for inspection by City personnel, daily time sheets for all school crossing guards and Field Supervisors assigned to this contract. The daily time sheet shall, at a minimum, identify the school crossing guard or Field Supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Successful Bidder's employees certifying as to the number of hours worked.

f. Additional Reports: The Project Manager or Designee may request additional reports from time to time for the purpose of evaluating the performance of the Successful Bidder. Successful Bidder agrees to provide these reports to the City, as requested, at no additional charge.

3.9 CITY MEETINGS

The City may request periodic meetings with the Successful Bidder to review performance, address specific issues, etc. Successful Bidder agrees to attend these meetings, at no charge to the City, as necessary during the Contract term. Successful Bidder, at a minimum, must attend periodic countywide meetings organized by the School Board and Dade County Traffic Engineering. Additionally, the Successful Bidder may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Successful Bidder agrees to do so at no charge to the City.

3.10 EQUIPMENT

The Successful Bidder is responsible, at no cost to the City, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards to perform their duties, to include at a minimum, but not limited to, the following: 1) retro-reflective stop paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 6E.03 and/or fluorescent or retro-reflective orange gloves; 2) fluorescent and retro- reflective safety vest; 3) metal whistle with lanyard; and 4) hi-visibility yellow rain gear. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Successful Bidder, at no cost to the City.

The Successful Bidder shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of this IFB.

3.11 SCHOOL YEAR SCHEDULE

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The Project Manager or Designee will inform the Successful Bidder of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Field Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

- a. Regular School Year:** The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher workdays that do not require coverage.
- b. Extended School Year (a/k/a Summer School):** The Extended School Year typically begins in July and is in session for approximately 30 days.

3.12 ANNEXATION AND/OR ADDITIONS OR REMOVAL OF SCHOOLS

In the event that additional areas are annexed and/or schools are added or removed into the City of Miami, the Successful Bidder shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and hourly charge for services provided in an annexed area must be equal to the service and hourly charge provided within the original City limits at the time the annexation is effective. The Successful Bidder will be required to provide school crossing guard services at locations in the annexed areas, as directed by the Project Manager or Designee. The Project Manager or Designee shall provide all information regarding the additional number of school crossing guards required as soon as the annexation is approved. The Project Manager or Designee will work with the Successful Bidder to develop a transition plan before the date upon which the expanded service will be required.

3.13 RETENTION PROGRAM

If Bidder has an established program designed to recruit and retain personnel assigned to this contract, Bidder shall include in their IFB response a description of such program.

3.14 BASIC PRE-EMPLOYMENT PHYSICAL EXAMINATION

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If Bidder has an established program designed to meet these criteria Bidder shall include in their IFB response a description of such program.

3.15 SPECIAL EVENTS

The Successful Bidder may be requested to provide school crossing guards for special events. The City will provide the Successful Bidder with specific dates of these events when known to the City and will provide the Successful Bidder seven (7) days advance notice of the City's requirements. A maximum of four (4) hours will be paid to the Successful Bidder, per school crossing guard at the hourly rate in effect at the time of service. Additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Successful Bidder and the Project Manager or Designee.

TOWN OF PEMBROKE PARK CITY SCHEDULE

Richard Hennie – Field Supervisor

Watkins Elementary School school hours 8:10am – 2:10pm

Post times 7:10am – 8:10am and 2:10pm – 2:40pm

SW 52nd Avenue/Front of the School (1) School Crossing Guard

Lake Forest Elementary School school hours 8:00am – 2:00pm

Post times 7:00am – 8:00am and 2:00pm – 2:30pm

SW 48th Avenue/Front of Apt complex (1) School Crossing Guard



1-800-LABOR 4 U

REMIT
TO:

STAFFING CONNECTION - FT LAUDERDALE
BRANCH
624 NOTTINGHAM BLVD.
WEST PALM BEACH, FL 33405

INVOICE NUMBER

3292785

INVOICE DATE

05/09/2022

TO:

TOWN OF PEMBROKE PARK
Attn: ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
PEMBROKE PARK, FL 33023

INVOICE

Net 14 Days

At Project: TOWN OF PEMBROKE PARK

Page: 1

WEEK ENDING	EMPLOYEE	REG HRS	OT HRS	RATE	OT RATE	AMOUNT
05/08/2022	LOGAN-SUMPTER, KATHRYN	10.00	0.00	16.66	24.99	166.60
05/08/2022	STRANGE, NATALIE	4.00	0.00	16.66	24.99	66.64
05/08/2022	HENNIE, RICHARD	10.00	0.00	16.66	24.99	166.60

Billing Summary

	<u>Regular</u>	<u>Overtime</u>
Current Hours :	24.00	0.00

Total Labor Billed 399.84
Total Transportation Billed 0.00
Total Adjustments 0.00

399.84

Thank you for using Staffing Connection. If you have any questions, please
contact customer service at 1-800-886-8109.

PLEASE REMIT THIS AMOUNT: 399.84

Late fee of 1.5% added to all invoices after 45 days

AGENDA ITEM REPORT



To:

Subject: Raymond P. Oglesby Preserve - fitness trail, playground, and splash pad

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

RECOMMENDATION:

Discussion and looking for direction from the Commission.

ATTACHMENTS:

[Preserve Park Fitness Package](#)

[1559_001](#)

[1560_001](#)

[1561_001](#)

[Town of Pembroke Park - Splash Pad ROM](#)



The Body Curl Station allows a user the opportunity to train their core. The station is constructed of a durable metal and PVC platform with a metal handrail. The user lays on the platform while holding the handrail and can perform a variety of leg lifts and core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13579
Use Zone: 13'10" X 7'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Page 2 of 46



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Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Captains Chair



Muscular fitness is a key component of a well-rounded fitness program. Captain's Chair is a compact strength training station designed to enhance muscular fitness of upper arms, chest, and abdominals. Provides multiple exercise opportunities, including knee raises, leg raises, dips, and crunches. Also available in surface mount version (#13560S).

Features and Benefits:

- Assist platform doubles as ankle support for sit-ups
- Twin PVC handles for upper arms and chest workouts
- Roomy polyurethane arm-rest pads accommodate a wide range of users

Model: 13560i
Use Zone: 10'7" X 8'6"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Cardio Walker



The Cardio Walker is an ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant platforms, grip the handlebar and move your legs forward and backward. The Cardio Walker provides an effective workout for people of all fitness levels. Also available in surface mount version (#13562S)

Features and Benefits:

- A fun, low-impact aerobic workout for people of all fitness levels
- Wide handlebar allows users to grip the front or side of the bar for support during exercise
- Strengthens lower body muscles and improves cardio fitness

Model: 13562i
Use Zone: 11'3" X 10'9"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Chest Press



The Chest Press Station is similar to chest press machines in a gym or fitness center. Users sit on an ergonomically-designed saddle and lean back against a supportive backrest. As your arms move forward and up, the advanced variable resistance mechanism is activated to provide smooth, effective resistance while enhancing arm and shoulder strength. Also available in surface...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13555i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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An accessible version of our popular Advanced Series Chest Press. Features an exclusive variable resistance technology to provide the right amount of resistance for users of all fitness levels. The seat on one side and the accessible area on the other are both ergonomically-designed to provide users with the right grip and support to perform an effective workout. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13271i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information





A PLAYCORE Company

Chin-Up Combo



Combination Chin-Up station is designed with unique handgrip curvature to provide multiple degrees of challenge. The combo version is designed to accommodate multiple users at a time and is appropriate for users of different heights. Install alone or with other components on a shared upright to create multiple workout stations in a compact design. Also available as surface...

Features and Benefits:

- Handgrip curvature offers multiple grip positions to vary your workout and challenge level
- All-steel design and powder-coated finish is weather-resistant and well-suited for any climate
- Provides an excellent muscle strength workout and enhances upper body strength

Model: 13585i
Use Zone: 6'9" X 10'11"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Fitness Overhead Ladder



Our Fitness Overhead Ladder is a great addition to your outdoor adult fitness park. Designed for users ages 13 and up, it promotes upper body muscle strength, hand-eye coordination, grip strength, and overall physical endurance. There are nine rungs along an 11-foot span spaced approximately 15-inches apart. It features a step-up on either side to make it easier to start your...

Features and Benefits:

- Helps build upper body muscle strength
- Includes step-up to assist reaching the overhead rungs
- Constructed of durable, weather-resistant materials
- Product requires impact attenuating surfacing to comply with ASTM F3101-15. Your GameTime representative will offer recommendations and products to meet these...

Model: 13591
Use Zone: 10 X 17
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Hand Cycle



The Hand Cycle provides an aerobic upper body and muscle endurance workout for adults of all fitness levels. Sit on the nylon seat and turn the handles while enjoying a view of the great outdoors! Also available in surface mount version (#14924S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14924i
Use Zone: 12'3" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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The Accessible Hand Cycle provides an aerobic upper body & muscle endurance workout for all users. Designed to accommodate people who use a mobility device as part of their workout routine. Also available in surface mount version (#14925S).

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14925i
Use Zone: 11'10" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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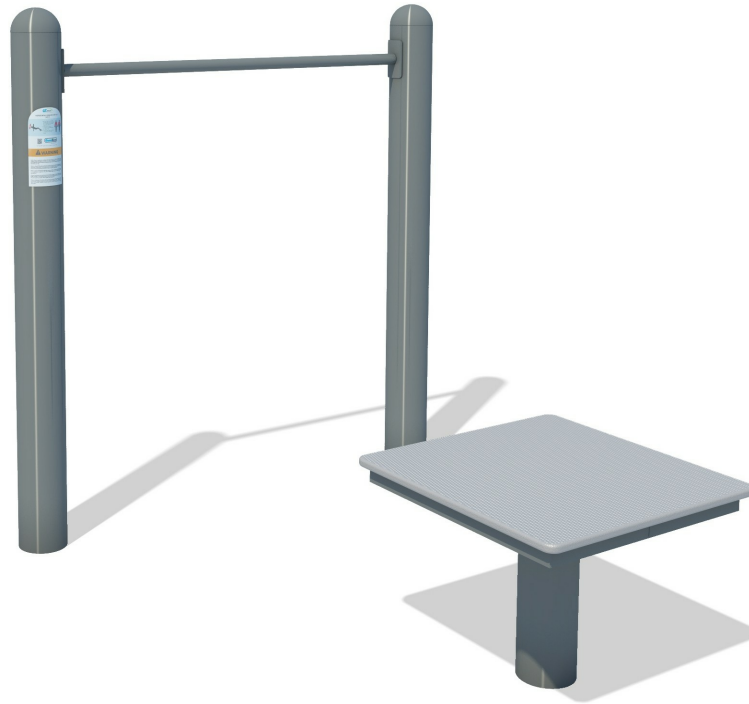


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Horizontal Chin-Up Station



The GTfit Horizontal Chin-Up Station provides some assistance in executing a chin-up. Users place their feet on the platform, lie down beneath the chin-up bar, grasp the bar with both hands and pull their body up. The station can also be used for elevated push-ups.

Features and Benefits:

- Versatile product that creates a combination of muscle strength exercises
- Wide, textured HDPE platform provides a sure footing during workout
- Can be combined with similar exercise stations, using a common upright to maximize space utilization
- Constructed of durable, recyclable materials and backed by...

Model: 13586i
Fall Height: 5'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Lat Pull Down



Similar to machines found in an indoor gym, the Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Users sit on the ergonomically designed saddle and grip the handrails overhead then pull downward. Also available in surface mount version (#13556S).

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- Resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13556i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Lat Pull Down - Accessible



The standard side features an ergonomically-designed seat that is just the right height for transferring to and from a mobility device. The accessible side is designed to accommodate most mobility devices and allows two people to work out at the same time. The accessible Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13272i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



A PLAYCORE Company

Leg Extension



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Leg Extension, users enhance their overall muscular endurance, strength, and agility in other fitness endeavors such as climbing stairs, riding a bicycle and help promote ability in recreational sports like soccer or tennis. Also available...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13563i
Use Zone: 9'9" X 8'2"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Leg Press



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Romain Chair Squat, users enhance their overall muscular endurance, strength and agility in other fitness endeavors. Also available in surface mount version (#13566S).

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13559i
Use Zone: 10'10" X 7'8"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Complies with ASTM standards before it leaves the factory.



An ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant pedals, grip the handlebar and move your legs forward and backward. The Recumbent Cycle provides an effective workout for people of all fitness levels. Also available in a surface-mount version (#14922S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14922i
Use Zone: 12'4" X 11'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Help support users perform a squat exercise with our Roman Chair Squat. It features durable, all-weather materials and an instructional label. Add to any fitness park design to provide an affordable muscle fitness workout. Also available in surface mount version (13559S)

Features and Benefits:

- Strengthens the core and muscles of the lower body
- Helps guide users into the right form for a squat exercise
- Constructed of durable materials and backed by the industry's leading warranty

Model: 13566i
Use Zone: 10'6" X 7'8"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up/Back Extension



Users perform crunches and sit-ups on one side of the station by placing knees over the cross-bar, feet under the foot stops, lying back on the body plate and raising themselves up using their abdominal muscles. Back extensions are performed by placing thighs against the front cushions on the other side of the station and raising your body using the lower back muscles. Also...

Features and Benefits:

- Combines two different core exercises in a single, space-saving design
- An affordable way to add a core strength element to your outdoor fitness park
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13561i
Use Zone: 5'10" X 11'
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up Station



Improve your core strength using the Sit-Up Station! The station is constructed of a durable metal and PVC platform with a metal foot support. The user lays on the bench and places their feet under the support to perform a variety of core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13570
Use Zone: 14'6" X 7'1"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Page 19 of 46



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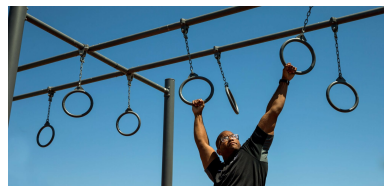
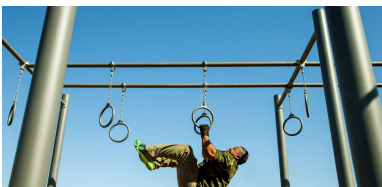


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Trapeze Rack



Our Trapeze Rings are designed for intermediate and advanced users who want to take their outdoor workout to the next level. Features eight suspended steel rings span along a 12' run installed with a 6" differential. Swing from one ring to the next or perform pull-ups, leg raises and a wide range of exercises that enhance upper-body and core strength.

Features and Benefits:

- Challenging and exciting muscle fitness activity that also enhances core fitness and balance/flexibility
- Provides a wide range of exercises in a single station
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13198
Use Zone: 18'1" X 14'6"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Our Plyometric Box is perfect for box jumps, dips, pushups and more. Available in other heights (6" #13275, 18" #13277, 24" #13278) to create varying degrees of challenge. Install alone or in a group to create a jumping challenge area or opportunities for multiple users at once.

Features and Benefits:

- Provides an excellent aerobic and core fitness workout
- Available in four different heights to create varying degrees of challenge
- Constructed of durable and recyclable materials and backed by the industry's leading warranty

Model: 13276
Use Zone: 8'5" X 8'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



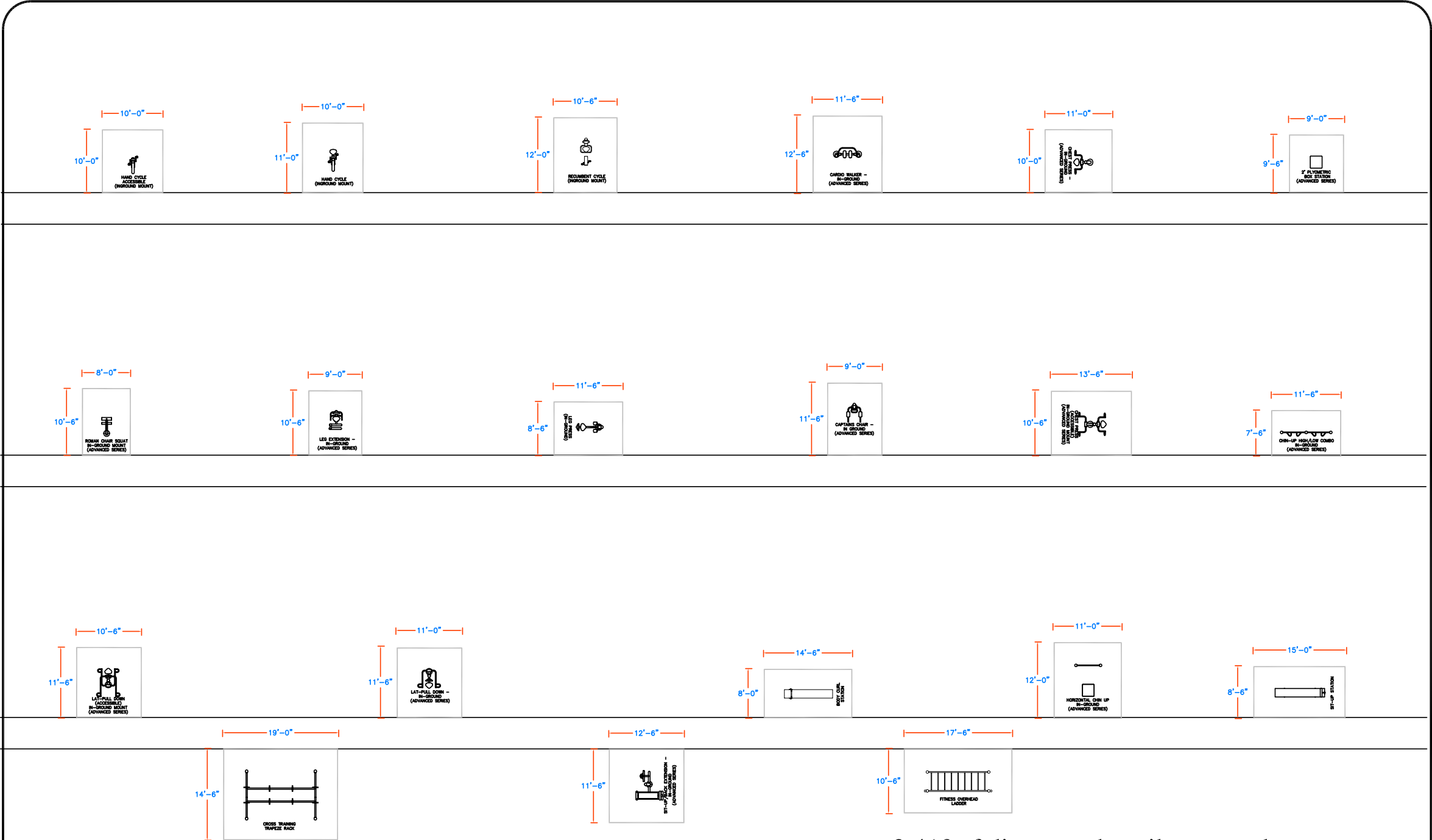
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Grade Level instalaltion

- * digout of 20 workout stations
- * concrete curb border
- access to stations from existing sidewalk

approx. 2,410 sf digout and spoils removal

approx 844 lf of concrete curb border

approx 2,410 sf GTImpax Wood Fiber Safety Surfacing



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Preserve Park
Fitness Trail
Town of Pembroke Park
Representative
DRP

This play
equipment is
recommended
for children ages
13 +

Minimum Area Required:
see drawing
Scale: NTS
This drawing can be
scaled only when in
an 36" x 48" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
GW
Date:
5/31/2022
Drawing Name:
Preserve Park Fitness



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/31/2022
Quote #
103921-01-01

Preserve Park ~ Fitness Trail

Town of Pembroke Park
Attn: Robert Clark
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext. 21
rclark@tppl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	13198	GameTime - Trapeze Rack	\$5,954.00	\$5,954.00
1	13278	GameTime - Plyometric Box (24")	\$686.00	\$686.00
1	13570	GameTime - Sit-Up Station	\$1,454.00	\$1,454.00
1	13579	GameTime - Body Curl Station	\$1,784.00	\$1,784.00
1	13591	GameTime - Fitness Overhead Ladder	\$4,554.00	\$4,554.00
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$6,134.00	\$6,134.00
1	13272I	GameTime - Lat Pull Down - Ada (In-Ground Mount)	\$6,155.00	\$6,155.00
1	13555I	GameTime - Chest Press (Single) - In-Ground Mount	\$4,420.00	\$4,420.00
1	13556I	GameTime - Lat Pull Down (Single) - In-Ground Mou	\$4,584.00	\$4,584.00
1	13559I	GameTime - Leg Press (Single)	\$4,653.00	\$4,653.00
1	13560I	GameTime - Captain'S Chair - In-Ground Mount	\$3,694.00	\$3,694.00
1	13561I	GameTime - Sit Up/ Back Extension	\$4,630.00	\$4,630.00
1	13562I	GameTime - Cardio Walker (In Ground)	\$4,653.00	\$4,653.00
1	13563I	GameTime - Leg Extension (In Ground)	\$3,213.00	\$3,213.00
1	13566I	GameTime - Roman Chair Squat	\$1,807.00	\$1,807.00
1	13585I	GameTime - Chin Up Hi Lo Combo In Ground	\$2,508.00	\$2,508.00
1	13586I	GameTime - Horizontal Chin Up In ground	\$1,601.00	\$1,601.00
1	14922I	GameTime - Recumbent Cycle (In-Ground)	\$5,242.00	\$5,242.00
1	14924I	GameTime - Hand Cycle (In-Ground)	\$5,485.00	\$5,485.00
1	14925I	GameTime - Accessible Hand Cycle (In-Ground)	\$5,363.00	\$5,363.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$24,575.00	\$24,575.00
2410	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>	\$1.32	\$3,181.20
2410	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$0.85	\$2,048.50
844	Curb	GT-Impax - Concrete Curb (In. ft.)- <i>4" Wide - Not Reinforced</i>	\$31.50	\$26,586.00
100	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- <i>- ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i> <i>approx 2,410 sf @ 8" compacte depth</i>	\$41.40	\$4,140.00



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/31/2022
Quote #
103921-01-01

Preserve Park ~ Fitness Trail

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$1,700.00	\$1,700.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$143,229.70
			Discount	(\$12,201.46)
			Material Surcharge	\$10,902.14
			Freight	\$6,676.75
			Total	\$148,607.13

Comments

Removal of existing fitness equipment, footers, surfacing and borders by owner.

Site access for construction equipment and staging area **MUST** be provided by owner.

ALL underground utilities must be clearly marked prior to installation.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/31/2022
Quote #
103921-01-01

Preserve Park ~ Fitness Trail

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$148,607.13**

Raymond P. Oglesby Preserve Park Pembroke Park, FL



Gametime/Dominica Recreation Products
P.O. Box 520700 • Longwood, FL 32752-0700
800-432-0162 robd@gametime.com

800.235.2440 www.gametime.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/17/2022
Quote #103394-02-01

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area

Town of Pembroke Park
Attn: Miriam Jacques
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600
mjacques@tppfl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,350.00	\$1,350.00
1230	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>	\$1.32	\$1,623.60
1230	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.25	\$1,537.50
1	RDU	GameTime - Fit Kid Course	\$21,759.00	\$21,759.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$7,490.00	\$7,490.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
50	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 1,230 sf @ 8" compacted depth</i>	\$41.40	\$2,070.00
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$850.00	\$850.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
			Sub Total	\$38,955.10
			Discount	(\$6,727.46)
			Material Surcharge	\$3,022.11
			Freight	\$2,983.25
			Total	\$38,233.00

Comments

Site access for construction equipment and staging area must be provided by owner.

Grade Level installation with natural earth border.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





GameTime
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P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/18/2022
Quote #103394-01-01

Raymond P. Olgesby Preserve Park ~ 2-5 Playground

Town of Pembroke Park
Attn: Miriam Jacques
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600
mjacques@tppfl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,650.00	\$1,650.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$1,890.00	\$1,890.00
1	RDU	GameTime - Custom PrimeTime System- includes 14' square shade ages 2-5	\$27,203.00	\$27,203.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$9,075.00	\$9,075.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	Crush	GT-Impax - Repairs to Stone Sub-Base - <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>	\$900.00	\$900.00
		<i>Repairs to existing stone base. Existing concrete curb to remain.</i>		
700	Poured-4	GT-Impax - Poured Rubber Surfacing - 4' fall height- <i>50% Standard Color - Aromatic Binder - 2" Thick with 1/2" EPDM wear course cap - 5-year warranty</i>	\$20.75	\$14,525.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
			Sub Total	\$57,518.00
			Discount	(\$6,040.05)
			Material Surcharge	\$3,774.42
			Freight	\$1,977.37
			Total	\$57,229.74

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





Haypalette Bloom



www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area Pembroke Park, FL



www.playdpr.com



Playpalette: Bloom

1/17/22

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www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area Pembroke Park, FL



www.playdrip.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/18/2022
Quote #103394-03-01

Raymond P. Olgesby Preserve Park ~ 5-12 Playground

Town of Pembroke Park
Attn: Miriam Jacques
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600
mjacques@tppfl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,925.00	\$1,925.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,375.00	\$2,375.00
1	RDU	GameTime - Custom PrimeTime System- ages 5-12 includes 14' square shade	\$36,716.00	\$36,716.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$11,845.00	\$11,845.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	Crush	GT-Impax - Repairs to Stone Sub-Base - <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i> <i>Repairs to existing stone base. Existing concrete curb to remain.</i>	\$1,025.00	\$1,025.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
880	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- 50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap - 5-year warranty	\$22.15	\$19,492.00
			Sub Total	\$75,653.00
			Discount	(\$8,729.13)
			Material Surcharge	\$5,094.34
			Freight	\$2,182.31
			Total	\$74,200.52

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





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Playpalette: Bloom

1/17/22

Intellectual property of Game Time, a PlayCore Company. The site shows a rendering in kind only and may not reflect exact site conditions.



Raymond P. Oglesby Preserve Park 5-12 Area Pembroke Park, FL





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Playpalette: Bloom

1/17/20



Raymond P. Oglesby Preserve Park 5-12 Area Pembroke Park, FL





Playpalette: Bloom

1/17/22

Intellectual Property of GameTime, a Playco Company. The 3D shown in rendering is an interpretation and may not reflect exact specifications.



Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



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Playpalette: Bloom

1/17/22

Intelligence Property of GameTime or PlayCare Company. The site shown is for informational purposes only and may not reflect the actual installation.



Raymond P. Oglesby Preserve Park 5-12 Area Pembroke Park, FL





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Playpalette: Bloom

1/17/22
Intellectual Property of Castle Imagination Play, Inc. Company. This is shown in rendering is an interpretation and may not reflect exact specifications.

Raymond P. Oglesby Preserve Park 5-12 Area Pembroke Park, FL

GameTime
 A GameTime Company
www.gametime.com

drp Dominica
 Recreation Products
www.playdrp.com



Town of Pembroke Park

Splash Pad Proposal



Why consider a Splash Pad?

- **Energy** - Energize and liven up an urban or formal space with wet plazas and interactive fountains. These spaces attract visitors, acting as a focal point to an area.
- **Efficiency** - Co-location to existing park amenities provide further efficiencies including maintenance, parking, covered picnic areas, and restrooms.
- **Revenue** - Plan for adjacent pavilion rentals to foster use and revenue. Optional fees could fund operations, maintenance, and future expansion.
- **Interest** - Universal splash mounting systems allow cities to periodically rotate spray fixtures, which can spark renewed interest and encourage return visits.



Why are Splash Pads a popular attraction?

Interaction - Splash pads offer play environments that encourage interaction. Children can play impromptu games, blast water cannons, and anxiously stand together in anticipation of “the bucket” to drop its water from above. The versatility of splash pads with their multiple spray zones appeal to all age groups. Additionally, well-designed splash pads offer universal accessibility for all types of physical abilities.

Safety - The pads have very little standing water, offering a safe environment in which children can play without the risk of drowning. There are many surfacing options beyond the traditional broom finish to concrete. Popular surface choices include fine aggregate particles added to the concrete finish, rubber mixed with resin applied to the concrete, and a poured-in-place rubber surface that offers a flexible and seamless surface.

Design - Splash pads offer many design options. Coloring of pad surface and spray elements of all sizes, shapes, and colors allow for endless design and theming opportunities. These options can help a community tie into existing design elements, or create a new sense of place.





What are the cost benefits?

- **Construction** - Initial construction costs for splash pads are much less than swimming pools. In addition, stand-alone splash pads do not require many of the security features found at municipal pools, such as fencing, gates, and administration facilities.
- **Operations** - The cost of operations of a splash pad are much less than that of a swimming pool. There are two main types of splash pad systems: recirculating and pass-through. The cost varies based on the type of system used. Recirculating systems collect the water within a holding tank where it is treated and filtered and pumps it back out again to the spray nozzles. This system requires scheduled water monitoring and adjusting of chemicals. While it uses much less water, it is more expensive to monitor. A pass through system uses city potable water and drains directly to the sanitary system and therefore no monitoring is required. The main cost is the potable water. Some systems collect the water and utilize it as a gray water application such as drip irrigation. If there is no charge to the residents to use the splash pad, access control personnel are not always required. Safety concerns, in general, are lower and do not require the hiring of lifeguard personnel.
- **Maintenance** – Once built, maintenance costs for splash pads are significantly less compared to swimming pools. Equipment operating costs are much less, especially in a pass through system that does not use pumps, filters, and chemicals.

Proposal 1

Guaranteed Maximum Price:
\$400,000.00



Proposal 2

Guaranteed Maximum Price:
\$400,000.00





Proposal 3

Guaranteed Maximum Price:
\$700,000.00





Proposal 4

Guaranteed Maximum Price:
\$1,000,000.00



Proposal 5

Guaranteed Maximum Price:
\$1,300,000.00



Proposal 6

Guaranteed Maximum Price:
\$1,500,000.00



AGENDA ITEM REPORT



To:

Subject: Raymond P. Oglesby Preserve - roof repair

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

This is a shingle repair.

FINANCIAL IMPACT:

Total cost: \$3,200.00

RECOMMENDATION:

We are recommending approval of the lowest bid.

ATTACHMENTS:

[1558_001](#)

DAVIE: 954-792-ROOF (7663)
N. BROW: 954-566-ROOF (7663)
S. BROW: 954-981-ROOF (7663)
DADE: 305-981-ROOF (7663)
FAX: 954-964-ROOF (7663)
1-877-981-ROOF (7663)

**Paul Bange
Roofing
Inc.**
Proposal

The
Overhead
Care Club



STATE CERT. CC C033691
LICENSED AND INSURED

7000 S.W. 21 ST PLACE
DAVIE, FLORIDA 33317

Member of
Better Business Bureau

PROPOSAL SUBMITTED TO			DATE		MOBILE		
FIRST NAME <u>Pembroke Park Preserve</u>		LAST NAME		JOB NAME		HOME	
STREET <u>3115 SW 52nd Ave</u>						STREET	
CITY <u>Pembroke Park</u>		STATE <u>FL</u>		ZIP <u>33023</u>		CITY	
						STATE	
						ZIP	
EMAIL							

We hereby submit specification and estimate for

****Repair 37' of wall flashing ****

1) Remove shingles over the affected area (s).

2) Remove underlayment.

3) Remove damaged wood, and flashing as needed in repair area.

4) Install new wood, flashing as needed in repair area.

5) Install self adhered base sheet.

6) Install new shingles.

7) Remove and dispose associated roof debris.



We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of
Eleven thousand one hundred dollars (\$ 11,100.00)
payment to be made as follows No Deposit: To be paid in full day of completion.

METHOD OF PAYMENT Cash, Check

NOTE TO BUYER, GENERAL CONTRACTOR OR OWNER: Paul Bange Roofing Inc. hereby proposes to furnish the above labor and material in accordance with the above specifications.
A deposit of \$ 0 is required upon acceptance and the balance as work progresses in direct ratio to work completed. Payment in full to be made upon completion of the job.

WARRANTY TO ORIGINAL OWNER: Paul Bange Roofing Inc. warrants workmanship for a period of 1(one) years, but reserves the right to supervise or inspect all work subsequently performed by other parties to the roof, for a reasonable fee. Without this supervision or inspection, all warranties are null and void. Warranty is transferable to new owner upon written application (subject to approval and payment of 10% of contract price. Warranty is contingent upon job payment in full. All materials furnished will be as specified and work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate of labor and usual costs of our agreements.

Paul Bange Roofing Inc. will exercise reasonable care when performing the work, but cannot be held responsible in any manner for damage to driveways, sidewalks, foliage, shrubbery, screening, septic tanks, gutters, pipes, or cables, above or below ground. We will not be held responsible for water damage to the exterior or interior of the premises. CUSTOMER IS URGED TO COVER FURNITURE AND OTHERWISE PROTECT THEIR PROPERTY. We cannot assume responsibility for any damages done to the roof by other tradesmen or parties. Paul Bange Roofing Inc. cannot be held responsible for damage done to any lumber by termites, carpenter ants, or any other wood boring insects. Such wood will be replaced at an additional charge.

THIS CONTRACT IS SUBJECT TO OFFICE APPROVAL

Authorized Signature [Signature]

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Paul Bange Roofing Inc. is authorized to do the work as specified. Payment will be made as outlined above. This proposal has the power of a contract when signed and accepted. I have read and agree to the terms and conditions as stated on the front and back of this contract.

ACCEPTED

Signature

Print

Date

7000 S.W. 21ST PLACE
DAVIE, FLORIDA 33317
954-981-ROOF (7663)
FAX 954-964-ROOF (7663)

**Paul Bange
Roofing
Inc.**



STATE CERTIFICATE
CC C033691
LICENSED AND INSURED

WARRANTY INFORMATION ROOF REPAIRS

Name Pembroke Park Preserve Address 3115 SW 52nd Ave Pembroke Park

Paul Bange Roofing, Inc. warrants workmanship, material and labor on repaired area(s) for a period of 1 (one) year(s).

 TIE-IN

On some occasions water can travel from an adjacent portion of the roof and give appearance that the repaired area is leaking. This warranty does not cover leaks occurring from any roof area outside of repaired area.

 WALLS/WATERPROOFING

Weather does not only affect the roof. Therefore walls, windows, copings, gutters, chimneys, etc. may require waterproofing upon completion of repair. This warranty does not cover these items.

 ACCESS

There is limited access to the underside of the roof deck surface. In order to minimize the cost of the repair we have used a process of elimination to determine the source of the roof leak. If future repairs are needed they can be done at an additional charge.
(Limited to \$180/man-hr x _____).

 APPEARANCE

The roof repair(s) may not match the color of your existing roof due to age and/or availability of material beyond our control.

 NAIL-ON TILE

This tile roof uses a "nail-on" fastening system, in accordance with industry standard and the Florida Building Code. However, each nail through each tile is a potential leak. In order to keep the price as low as possible, we have used a process of elimination to determine the source of the leak. If further repairs are needed they can be done at an additional charge.

 AIR CONDITIONERS/MECHANICAL/ELECTRICAL

Electrical and mechanical equipment may exist on your roof, such as a solar unit, conduit, electrical fans, duct work, A/C unit, curbs, pitch pans, etc. These areas can also be sources of future water intrusion. A licensed a/c contractor may be needed. These items cannot be covered under this warranty.

 OTHER

Customer Signature _____ Date _____

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



PROPOSAL

TO: Town of Pembroke Park

Juan Yequi
3115 SW 52 Avenue
Pembroke Park, FL 33023
Unit: Pembroke Park
Reserve
954-275-2906
jyequi@tppfl.gov

Project:

OPP#: 5507
Date: 07/19/2022
Sales: Bobby Cherry
Phone: 954-658-9878
Email: bobby@cherryroofs.com

Scope of Work

1. Shingle Repair

\$3,200.00

1 story along L Flashing of Wall

Description of Services:

Remove all present roofing material along leak area
Replace any damaged or rotten sheathing if needed
Repair/ replace wall flashing showing any signs of deterioration.
Seal repaired area and install new 30 # felt paper and nail and tin caps
Weave new shingles back into repaired area

Subtotal	\$3,200.00
*0% Tax:	\$0.00
TOTAL	\$3,200.00

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



Terms and Conditions

1) This roof will be guaranteed for a period of twelve (12) Months against faulty workmanship and faulty materials. Please Note: Warranties do not cover any exposed wood (example = fascia). Also, warranties are not automatically transferred. New homeowners MUST contact Cherry Roofing immediately after closing. There will be a transfer fee based on the amount of the original contract and the time remaining on the warranty.

2) Cherry Roofing Enterprises, Inc. will not be responsible for removal of old gutters or for the purchase of new gutters. Cherry Roofing Enterprises, Inc. will not be responsible for reinstallation of old gutters that have been removed. If gutters must be removed to install the roof, it will be the sole responsibility of the client, unless specifically detailed in the terms of the contract. Reinstallation of old gutters or purchase of new gutters will be the responsibility of the client, unless specifically detailed in the terms of the contract.

3) Down payment or periodical draws will be discussed upon signing of contract.

4) Owner is responsible to protect interior and exterior furnishings from dust and debris during roofing process.

5) This contract price includes all taxes and permit.

6) This contract price does NOT include any permits, letters, or fees associated with gas vents.

7) No carpentry work, woodwork, or painting is included in this contract unless mentioned in the specifications. Cherry Roofing shall not be responsible for the damages whether before commencement of or during the said work, or after said work, caused by strikes, war, acts of God, sudden rains, storms, windstorms, or any event beyond our control. All work to be done or guaranteed shall be set forth in specifications. No promises, verbal or otherwise, will be valid. In the event payment is not made as stated in specification, all fees incurred in collection, such as attorney fees, court cost, collections agencies, are to be paid by signer or owner. Any interruption in the work agreed upon in this contract which is not the fault of Cherry Roofing or beyond the control of the same will be billed according to the time and material, lost work done, or attempted to be done, on this roof other than Cherry Roofing, or their agents, relieves the warrantor from any further obligation hereunder. Should any leak occur, within the period of our guarantee, due to defective materials or workmanship supplied and furnished by us, we hereby agree to repair same without charge, upon receipt of the proper notice in writing, by certified mail, providing that the job complained of has been promptly paid in full. This guarantee shall apply to labor and materials only and does not cover damage to personal property which occurs as a result of leakage after roof is installed. We do not guarantee against leakage due to: footwear, improper building or roof deck construction, fire, hail, tempest or hurricanes, or to punctures made by fastening or wire fixtures, nor the erection of any hatchway, penthouse, flagpole, pipe or other structure, support or brace, subsequent to completion of our work on your property. We cannot be responsible for sidewalks, lawns, awnings and fences for access to the building. We cannot be responsible for ceiling damage during the process of roofing, condition of solar, gutters, and mortar matching with the color tile. This contract covers only that work which is specifically designated herein and does not cover any additional repairs which are found necessary after commencement of work. This is not transferable unless mentioned in the above specifications. Not responsible for screen enclosures. If the project is delayed for more than 90 days for any reason that is NOT the fault of Cherry Roofing, the price may need to be reevaluated due to material price increases. If the permit is not closed due to NO FAULT of Cherry Roofing the customer will be responsible for all fees that may incur.

BUYERS RIGHT TO CANCEL You may cancel this agreement by mailing a notice to Cherry Roofing. This notice must be postmarked before midnight on the third business day after signs this agreement. If you cancel this agreement Cherry Roofing may keep all or part of any cash down payment, not to exceed the lessor of 25 (Twenty-Five) percent of the total contract. Should you decide to cancel for any reason after the building permit has been issued you will be responsible for the entire cost of the permit. Due to the nature of roofing work, we strongly

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



recommend that the following be completed by the customer prior to our commencing work: 1. Cover furniture with a drop cloth. 2. Remove any lamps, art objects or other breakable items from room. 3. Remove any debris that may have fallen in swimming pool after each phase of roof work. Although we take all due care, CHERRY ROOFING, LLC. cannot be responsible for any dirt or small debris that might fall through sheathing on exposed ceiling type roofs, therefore there may be some clean up (vacuuming, dusting, etc.) required of the customer after completion of job.

Make All Checks Payable to: Cherry Roofing

The terms and conditions of the foregoing Proposal, specifically including contract price, are valid only for a period of thirty (30) days.

Contractor

07/19/2022

Cherry Roofing

Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Accepted by Print: _____ Signature: _____ Date: _____

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



AGENDA ITEM REPORT



To:

Subject: Emergency generator for Town Hall

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

RECOMMENDATION:

Discussion

ATTACHMENTS:

[1557_001](#)



QUOTE

Date Jun 29, 2022 02:04 PM

Quote Number 2030164000101427631

To Town of Pembroke Park
Stephanie Woodbury

Sales Rep Name John Cortiella
(305) 398-4418

Product Details

Price (Each) Qty

GPM-P150-60T3

\$ 39,100 1

156KW 195KVA PERKINS POWERED DIESEL GENERATOR SET, BRAND NEW

QUALITY:

100% DESIGNED, ENGINEERED, ASSEMBLED AND TESTED IN ISO9001 AND CE CERTIFIED FACILITIES

POWER RATINGS:

156KW (195KVA) STANDBY, 140KW (175KVA) PRIME, 3PHASES, 0.8PF, 60HZ, XXXV

EMISSIONS COMPLIANCE:

U.S. EPA TIER 3 compliant engine for Stationary Emergency application as per current U.S. Environmental Protection Agency regulations

POWERED BY A HEAVY DUTY INDUSTRIAL ENGINE FOR MAXIMUM DURABILITY, EXCELLENT RELIABILITY AND WORLDWIDE SUPPORT:

- PERKINS 1106D-E70TAG3, 1800RPM, Turbocharged, aftercooled
- Electronic isochronous governor
- Industrial-grade cooling system with fan guards and coolant drain extension with in-line valve

PREMIUM INDUSTRIAL-GRADE ALTERNATOR:

- STAMFORD UCI 274F, 12 Leads, brushless
- Full load rated with thermo-magnetic switch protection
- Skewed rotor and 2/3 pitch winding suppress triple harmonics and guarantee a superior voltage waveform
- Class H Insulation and Self-ventilated drip-proof design
- Electronic automatic voltage regulation

ADVANCED DIGITAL CONTROLLER:

- DEEP SEA ELECTRONICS DSE6320, Microprocessor based generator controller with dual-core main processor and extended memory. UL listed
- User-friendly, large, 4-line backlit LCD text display with support for up to 7 display languages
- Manual, Test and Auto Operation Mode with 2-wire remote start/stop capability
- 250 event history log & 50+ fully configurable alarms
- Automatic shutdowns: Under/Over voltage; Over load; Over current; Under/Over frequency; Under/Over speed; High coolant temperature; Low oil pressure; Low coolant level

148-GAL SINGLE-WALLED INTEGRAL METALLIC FUEL TANK FOR DAILY AUTONOMY:

- 16-hours runtime autonomy @ 75% PRP, 13-hours runtime autonomy @ 100% PRP
- Electronic fuel level sender and visual gauge
- Programmable low-level, high-level alarms and shutdowns

VERSATILE CONFIGURATION IS FULLY PACKAGED AND READY FOR MOST STANDBY AND PRIME POWER APPLICATIONS:

- 7ga, heavy duty mechanically-welded steel skid
- Master cabinet with mechanically-compartmentalized housing for all control/power/breaker/connections components and vertical conduit access
- Main line breaker, 3 pole, set mounted, wired and maximum output rated for complete protection
- Heavy-duty AVM's isolate engine/radiator/generator from frame to reduce vibration and noise
- Electrolyte-charged battery with rack, cables and rubber-booted connections
- Oil drain extension with in-line valve

ENGINEERED TO THE HIGHEST STANDARDS AND FOR MAXIMUM PEACE OF MIND:

- QUALITY: Each unit prototype and individually factory load bank tested prior to shipping in ISO9001 Quality facilities
- INTERNATIONAL WARRANTY: up to 2 years or 2000 hours comprehensive international warranty coverage, T&C's apply
- PERFORMANCE: The generator accepts 100% rated load in one step as per NFPA110 and meets ISO8528-5 class G-2 for transient response
- DESIGNED TO INTERNATIONAL STANDARDS: ISO9001; ISO 8528, 3046, 7637; EN 61000-6-3, 61000-6-2, 55011; NEMA ICS 10, MG1, AB1; NEC 700, 701, 702; IEC 60034-1:2017
- NFPA COMPLIANT: NFPA 37 and NFPA Type 10 Level 1 capable (when equipped with the necessary accessories)

PHOTOS, TECHNICAL LITERATURE, STANDARD FEATURES AND ONLINE LIBRARY LINK:

Click here: <https://bit.ly/3rN1T5B>

Product Details**Price (Each) Qty****ENCLOSURE-MOD-STANDARD-STEEL****\$ 0 1**

SUPER-SILENT, CORROSION-RESISTANT, STEEL ENCLOSURE FOR MAXIMUM LONGEVITY AND EXCELLENT SOUND ATTENUATION:

- RESIDENTIAL SILENCER: Internally mounted in sound attenuated plenum with vertical discharge for superior sound reduction
- CONSTRUCTION: 12GA, steel panels with stainless steel hardware for lifetime corrosion resistance
- TYPE: IP56 / outdoor rated / Weather proof / silent design compliant to ISO12944 1000+ hour salt-spray test
- FINISH: UV and fade-resistant, high temperature cured, RAL9003-white polyester powder paint
- SOUND ATTENUATED DISCHARGE PLENUM: Weather-resistant horizontal air discharge outlet with sound attenuating traps
- SOUND ATTENUATING MATERIAL: Up to 51mm (2in) Acoustic insulation with hydrocarbon sealing film for maximum sound absorption, flame resistance and moisture repellence

BATTERY CHARGER KIT**\$ 285 1**

Complete Automatic Battery Charger Kit, Floater/Equalizer type with overload protection, factory installed

HEATER KIT**\$ 295 1**

HOTSTART Complete Automatic Engine Jackets Coolant thermosyphon heater kit with built-in Thermostat, factory installed

RACOR KIT**\$ 445 1**

RACOR ADVANCED FUEL FILTRATION KIT, Complete Water/Fuel separator and filtration Kit for eliminating 99% of impurities found in fuel, factory installed

FILTER KIT**\$ 385 1**

1000 HOURS FILTER KIT, Complete Filter Kit with Original Oil / Air / Fuel filter(s) for first (3) scheduled maintenance interval(s) as per warranty requirements

AVAILABILITY**\$ 0 1**

-LEAD TIME: IN STOCK, subject to previous sales. To be confirmed at time of order.

-INCOTERMS: EXW our warehouse Miami, FL USA

Grand Total**\$ 40,510****Terms & Conditions**

GENERAL POWER LIMITED, INC'S SALES TERMS AND CONDITIONS

LEAD TIME: Quoted lead time for shipment preparation starts AFTER our payment receipt confirmation. All stock items are subject to previous sales.

SALES TAXES: State Sales Tax is NOT included. As applicable by law, due prior to shipping or waived with tax exemption/certificate. Please ask us

SUBMITTAL APPROVALS: Orders that require assembly and/or manufacturing of custom metal-fabrication products (bases, tanks, trailers, and/or enclosures), are subject to submittal drawings approval and will incur 2 additional weeks of lead time for the preparation of such. Orders will only be released and scheduled for production upon receipt of customer's signed approval of said drawings

INCOTERMS: EXW our designated location unless otherwise stated in our formal estimate

WARRANTY: International Warranty. Manufacturer's standard terms and conditions apply. Warranty coverage is ALWAYS Subject to an immediate warranty registration at time of commissioning or first use, No exceptions. Please request instructions

PRICES: U.S. Dollars

PAYMENT TERMS: 100% Prepaid to confirm order unless otherwise states in our formal estimate

PAYMENT: Wire transfer subject to our confirmation. Company checks, Cashier's checks and Personal checks are subject to funds clearance (7 days approx.)

WIRE TRANSFER FEES: All sender and intermediary banking and wire transfer fees and charges MUST be paid by the customer prior to shipping

PICK UP METHOD: At our designated location. Flatbed or a dock-height vehicle may be required for loading, please request written instructions from your sales representative

FREE-ZONE AND BONDED CARGO: Pick-up and Delivery of Customs-BONDED and/or FREE-ZONE cargo is subject to all U.S. Customs export procedures, protocols, shipping restrictions and export documentation. Please request instructions

DISCOUNTS: Prices quoted ALREADY reflect a 3% discount for Wire transfer, Check or Cash payment (Credit card payments are not eligible for this discount)

WAREHOUSING 'GRACE PERIOD': Commencing on the sales order 'Ready Date', All orders include standard a 10 days storage GRACE PERIOD at no charge. Additional storage will be billed separately

WAREHOUSING 'STORAGE PERIOD': Commencing on the original sales order 'Ready Date' (+) 11 calendar days, All orders will accrue storage charges at a rate of US\$1.25 per cubic foot. Storage charges will be billed in advance at the beginning of each storage period, charges are NOT pro-ratable, and All Storage charges are due in full prior to shipment. No exceptions.

MAILING OF DOCUMENTS: Any and All requests to MAIL/SHIP/COURIER physical documents including but not limited to, Commercial Invoices, Packing lists, Bills of Lading, Certificates of insurance, Certificates of origin, Titles, Manuals, among others, will be quoted AND charged separately prior to mailing. No exceptions.

VALIDITY: 30 days unless otherwise stated in our formal estimate, subject to previous sales, typographical and technical corrections. We reserve all our rights

PROMOTIONS: All promotions, incentives and special discounts are subject to promotion duration, stock availability and other restrictions as applicable. We reserve all our rights

ORDERS: All orders are non-cancellable, non-returnable, non-exchangeable without General Power's previous written authorization. Cancellations or Returns are subject to 35% cancellation/return fee over invoice value plus freight charges. NO EXCEPTIONS

SPECIAL INSTRUCTIONS: General Power's Estimate/Proforma Invoice and Order Confirmation Form, constitute the entirety of this transaction. No additional requirements will be honored

Thank you for choosing General Power, The Generator Company™



QUOTE

Date Jun 29, 2022 02:06 PM

Quote Number 2030164000101492009

To Town of Pembroke Park
Stephanie Woodbury

Sales Rep Name John Cortiella
(305) 398-4418

Product Details

Price (Each) Qty

RS150 (A063A486), NG/LPV Genset, 3 Phase, 150Kw

\$ 43,975 1

U.S EPA, Stationary Emergency Application
Duty Rating – Standby Power (ESP)
Listing – UL 2200
IBC Seismic Certified
NFPA 110 Type 10 Level 1 Capable
Emission Certification, EPA, Stationary Emergency – 40CFR60
Engine – Liquid-cooled, Turbocharged and Aftercooled; 1800 rpm
Voltage – 120/240, 3 Phase, 4 Wire
Alternator – 60Hz, 12L, 120/240V, 3 Phase, 120C°, 40C° Ambient
Exciter/ Reg. – Torque Match
Aluminum Sound Attenuates Level 1 Enclosure, with Exhaust System
Enclosure Color – Green
Enclosure – Wind Load 180 MPH, ASCE7-10
Skid-base – Housing Ready
Control Mounting – Left Facing
PowerCommand 2.3 Controller
Control Display Language – English
Low Oil Pressure Shutdown
Extension – Oil Drain Extension Tube
Circuit Breaker, 250A, UL
Engine Starter – 12 Volt DC Motor
Engine Air Cleaner – Normal Duty
Battery Charger – 6 Amp, Regulated
Engine Cooling – Radiator, High Ambient Air Temperature, Ship Fitted
Shutdown – Low Coolant Level
Coolant Heater
Extension – Coolant Drain
Engine Coolant – 50% Antifreeze, 50% Water Mixture
Operating temperature – 122 °F (50 °C) to -40 °F (-40 °C)
Engine Oil
Genset Warranty – 2 Years Base
Literature – English
Packaging - Shipping Pallet

PHOTOS, TECHNICAL LITERATURE, STANDARD FEATURES AND ONLINE LIBRARY LINK: <https://bit.ly/3p36u3C>

BATTERY CHARGER KIT

\$ 285 1

Complete Automatic Battery Charger Kit, Floater/Equalizer type with overload protection, factory installed

AVAILABILITY

\$ 0 1

-LEAD TIME: 6-8 Months, subject to previous sales. To be confirmed at time of order.

-INCOTERMS: EXW our warehouse Miami, FL USA

Grand Total

\$ 44,260

Terms & Conditions

GENERAL POWER LIMITED, INC'S SALES TERMS AND CONDITIONS

LEAD TIME: Quoted lead time for shipment preparation starts AFTER our payment receipt confirmation. All stock items are subject to previous sales.

SALES TAXES: State Sales Tax is NOT included. As applicable by law, due prior to shipping or waived with tax exemption/certificate. Please ask us

SUBMITTAL APPROVALS: Orders that require assembly and/or manufacturing of custom metal-fabrication products (bases, tanks, trailers, and/or enclosures), are subject to submittal drawings approval and will incur 2 additional weeks of lead time for the preparation of such. Orders will only be released and scheduled for production upon receipt of customer's signed approval of said drawings

INCOTERMS: EXW our designated location unless otherwise stated in our formal estimate

WARRANTY: International Warranty. Manufacturer's standard terms and conditions apply. Warranty coverage is ALWAYS Subject to an immediate warranty registration at time of commissioning or first use, No exceptions. Please request instructions

PRICES: U.S. Dollars

PAYMENT TERMS: 100% Prepaid to confirm order unless otherwise states in our formal estimate

PAYMENT: Wire transfer subject to our confirmation. Company checks, Cashier's checks and Personal checks are subject to funds clearance (7 days approx.)

WIRE TRANSFER FEES: All sender and intermediary banking and wire transfer fees and charges MUST be paid by the customer prior to shipping

PICK UP METHOD: At our designated location. Flatbed or a dock-height vehicle may be required for loading, please request written instructions from your sales representative

BLUE STAR

Power Systems Inc.

Sales Quote

Quote Date: 6/17/2022 12:12:05 PM
 Quote Number: 0085417-0
 Project Title: Town of Pembroke Park JD150
 Prepared for: Critical Power Products & Service

Distributed by:



Unit Model	JD150-01	Standby / Prime	Emergency Stationary Standby
kWe Rating	150 kWe	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	White

Engine Model: John Deere 6068HF285 150kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 240/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford UCI274G 12 Lead Wired 240V 3 Phase Delta 125°C Rise Over 40°C Ambient

Voltage Regulator: Stamford AS440 Automatic Voltage Regulator

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options: Low Water Level Sensor with Shutdown
Break Glass E-Stop Station - Send Loose

Remote Annunciator: Deep Sea DSE2548 (2x) Output Expansion Modules with Enclosure (Surface Mounted)

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure

Enclosure Options: Load Distribution Center for Single Point Accessory Wiring

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 450 Amp 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 2000W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine

Battery: 12 Volt System with Rack and Cables

Battery Charger: DSE 12 Volt 10 Amp Mounted and Wired to Terminal

Fuel Tank: 24 Hour / 375 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area
Double Wall Construction with Secondary Containment Standard
Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing

Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kW and PF

Owner's Manual: Print Copy (Qty 1)

Warranty: 2 Year / 2000 Hour Limited

Notes:

**Additional Options
(Not Included in Price):**

Unit Price (QTY 1)	\$53,000.00
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Total Price	\$53,000.00
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Lead Time: 35-40 Weeks (Contingent on component availability)

Terms & Conditions

- This quote is valid for a period of 15 days.
 - This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
 - Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
 - All extended piping, wiring, or other than listed above is performed by "others".
 - Seller is not quoting, offloading, job site startup, personnel instructions, field testing, or unit installation.
 - Quoted prices include normal testing, packaging, and instructional literature.
 - It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
-

Distributor Terms & Conditions

50% deposit required to initiate order with remaining balance due upon completion of build.

BLUE STAR

Power Systems Inc.

Sales Quote

Quote Date: 6/17/2022 12:10:12 PM
 Quote Number: 0085416-0
 Project Title: Town of Pembroke Park NG150
 Prepared for: Critical Power Products & Service

Distributed by:



Unit Model	NG150-01	Standby / Prime	Emergency Stationary Standby
kWe Rating	150 kWe	UL 2200 Listed	Yes
Fuel	Natural Gas [NG]	CSA Approved	Yes
EPA	Certified	Paint Color	White

Fuel System: Natural Gas

Fuel System Options: Fuel Plumbed to Base

Engine Model: PSI 8.1LT 150kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 240/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford UCI274G 12 Lead Wired 240V 3 Phase Delta 125°C Rise Over 40°C Ambient

Voltage Regulator: Stamford AS440 Automatic Voltage Regulator

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options: Low Water Level Sensor with Shutdown
Break Glass E-Stop Station - Send Loose

Remote Annunciator: Deep Sea DSE2548 (2x) Output Expansion Modules with Enclosure (Surface Mounted)

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure

Enclosure Options: Load Distribution Center for Single Point Accessory Wiring

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 450 Amp 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 2500W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Catalyst Mounted to Engine - Provides Silencing Function

Battery: 24 Volt System with Racks & Cables

Battery Charger: DSE 24 Volt 10 Amp Mounted and Wired to Terminal
Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual: Print Copy (Qty 1)
Warranty: 2 Year / 2000 Hour Limited

Notes:

**Additional Options
(Not Included in Price):**

Unit Price (QTY 1) \$72,000.00

Total Price \$72,000.00

Lead Time: 26-30 Weeks (Contingent on component availability)

Terms & Conditions

- This quote is valid for a period of 15 days.
 - This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
 - Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
 - All extended piping, wiring, or other than listed above is performed by "others".
 - Seller is not quoting, offloading, job site startup, personnel instructions, field testing, or unit installation.
 - Quoted prices include normal testing, packaging, and instructional literature.
 - It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
-

Distributor Terms & Conditions

50% deposit required to initiate order with remaining balance due upon completion of build.

AGENDA ITEM REPORT



To:

Subject: Restroom renovations

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

Total costs for Town Hall - \$281,589.00

Total costs for Behan Park - \$57,339.00

Total costs for Preserve - \$143,462.00

RECOMMENDATION:

We are looking for direction for this project.

ATTACHMENTS:

[1547_001](#)

[1548_001](#)

[1549_001](#)

[1550_001](#)



May 29th, 2022

RE: 3150 SW 52th Ave Pembroke Park, FL 33023

Town Hall

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$281,589.00**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —

Bathrooms Renovation as per ADA

Preparation, demolition, and removal of

A total of 9 bathrooms (5 small bathrooms Approx. 42 sq. ft. and 2 medium bathrooms Approx. 225 sq. ft. and 2 large size bathrooms Approx. 450 sq. ft. located at three different floors with total of 11 toilets, 15 sinks, 7 urinals, and 4 Handy cap toilets. (Labor and Materials)

Electrical —

Install New GFCI outlets and New Light Fixtures (Labor and Materials)

Plumbing —

Install all new plumbing fixtures, toilets, sinks, handy cap toilet and railing (Labor and Materials)

Flooring —

Install porcelain floor tiles (Labor and Materials)

Painting —

Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets

Install shaker style vanities (Labor and Materials)

Total - \$244,860

PROFIT & OVERHEAD 15% = \$36,729

Total - \$281,589.00

Job Includes

Architectural Drawings

All equipment as needed

All labor and materials

Waste all debris and clean up job areas

Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

**Job Excludes**

Permit fees

Progress of Payments:

10% Initial Deposit
30% Upon permit approval
25% Upon 25% completion
25% Upon 50% completion
10% Upon final completion

Payment: Invoices will be sent weekly based upon agreement. Payments are due and payable upon presentation of each invoice. Interest will be added (at the current prime rate) to invoices that have not been paid within ten (10) days of the invoice date. A dispute over any portion of Eco Builders Inc invoice shall not relieve the Client responsibility to pay the undisputed portion of the invoice in accordance with the terms of this Contract. Further, the Client shall not withhold amounts from Eco Builders Inc compensation to impose a penalty or liquidated damages on Eco Builders Inc, or to offset sums requested by or paid to vendors for the cost of changes in the Work unless Eco Builders Inc agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

If the Client fails to make payments due to Eco Builders Inc for Services within ten (10) days of the presentation of invoices, or by such other time period as mutually agreed upon by Eco Builders Inc and the Client prior to commencement of Services, upon seven (7) days prior written notice to the Client, Eco Builders Inc will be entitled to terminate or, at Eco Builders Inc option, suspend performance of our Services for which payment is outstanding. Unless payment in full is received by Eco Builders Inc within seven (7) days from the date of the notice, the termination, suspension and/or retention of said services shall take effect without further notice. Eco Builders Inc shall have no liability to the Client for delay or damages caused the Client because of such termination, suspension, or retention of said services and the Client waives any claims against Eco Builders Inc and shall defend and indemnify Eco Builders Inc from and against all claims for injury or loss stemming from Eco Builders Inc cessation of services.

Warranty for the Quality of the Work: Eco Builders Inc warrants to the Client that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Building plans and or the Client, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Building plans, current building codes, and manufactures specifications.

Eco Builders Inc guarantees their workmanship for one year after the date of completion of the Work. If the Client finds any of the Work to be not in accordance with the requirements of the Building plans, building codes, and manufactures specifications within the one year period, the Client shall give Eco Builders Inc written notice promptly after discovery of the condition. Eco Builders Inc shall promptly correct the condition after receipt of written notice. Eco Builders Inc warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Eco Builders Inc, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage shall be the responsibility of the Client.

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

Accepted By

Stephanie Woodbury

Moe Seyed
Project /Manager

Date

3rd floor ladies restroom





3rd floor men's restroom





3rd floor handicap restroom



2nd floor ladies restroom





Employee lounge (restroom)



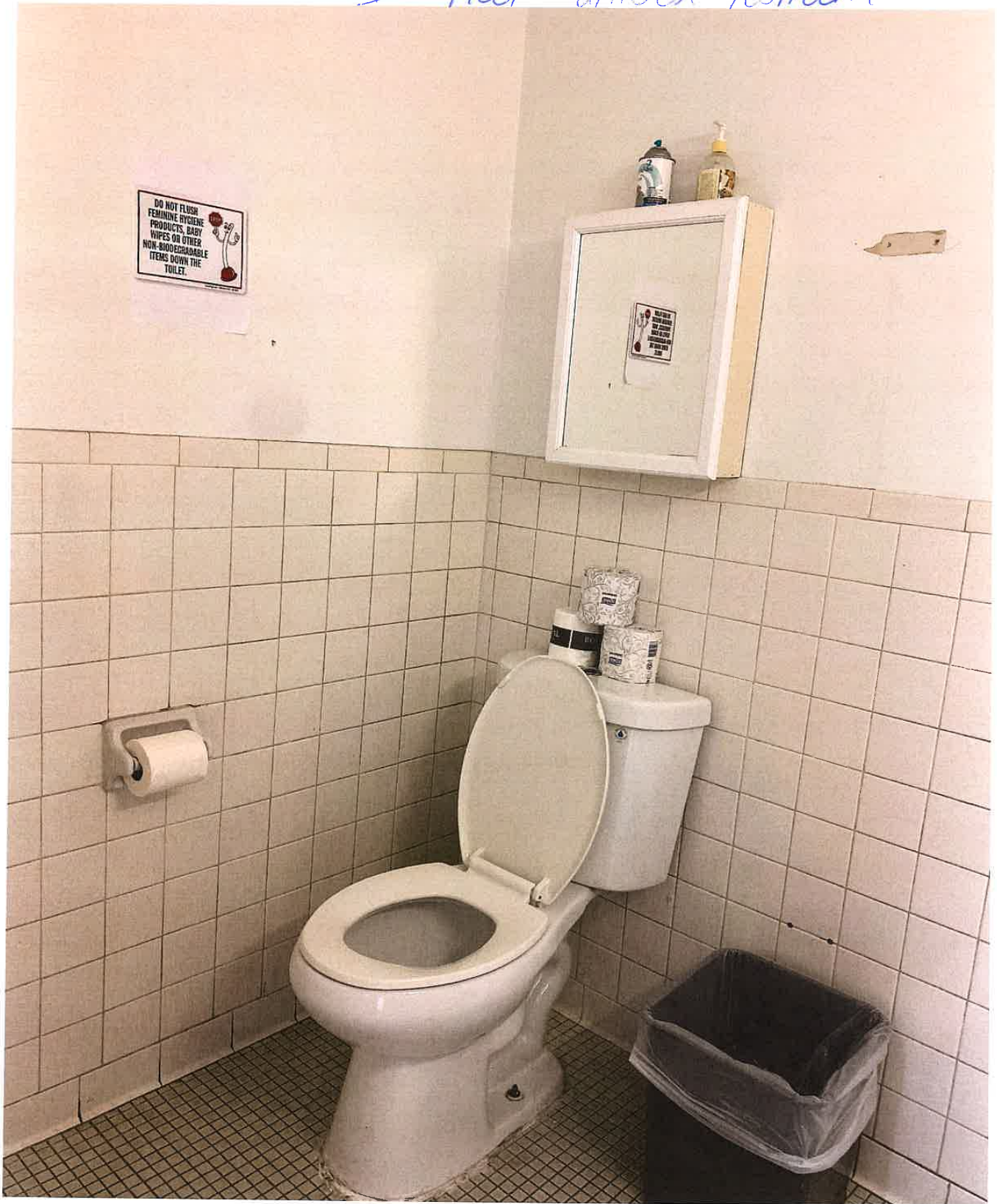
1st floor ladies restroom



1st floor men's restroom



1st floor unisex restroom

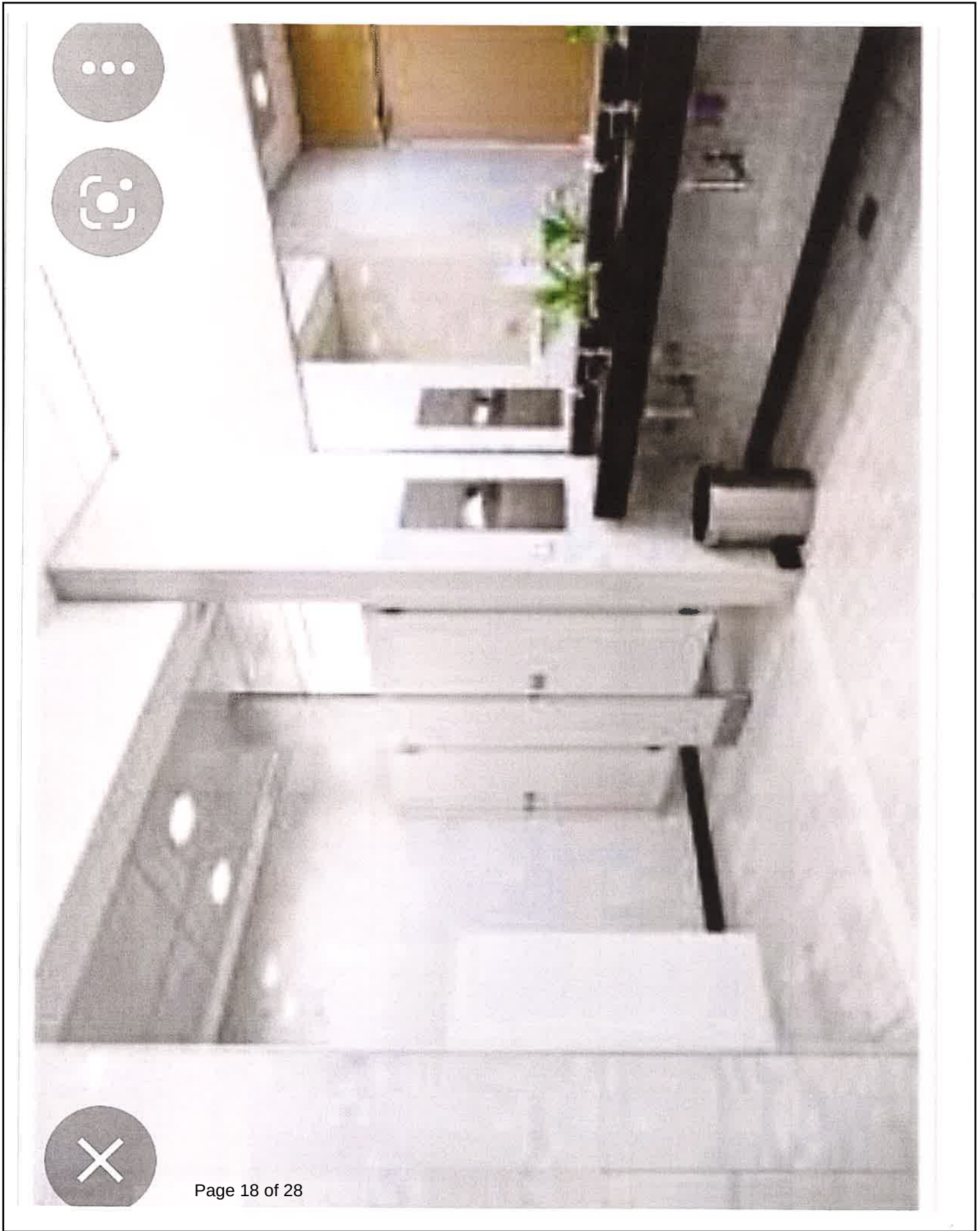




Proposed
renovations

Page 16 of 28







May 29th, 2022

RE: 3150 SW 52th Ave Pembroke Park, FL 33023

Behan Park

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$57,339.00**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —

Bathrooms Renovation as per ADA

Preparation, demolition, and removal of
A total of 2 small bathrooms Approx. 42 sq. ft. each With total of 2 toilets, 2 sinks, and 1 urinal
(Labor and Materials)

Electrical —

Install New GFCI outlets and New Light Fixtures (Labor and Materials)

Plumbing —

Install all new plumbing fixtures, toilets, sinks, and urinal. (Labor and Materials)

Flooring —

Install porcelain floor tiles (Labor and Materials)

\$00,000

Painting —

Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets -

Install shaker style vanities (Labor and Materials)

Total - \$49,860

PROFIT & OVERHEAD 15% = \$7,479

Total - \$57,339.00

Job Includes

Architectural Drawings
All equipment as needed
All labor and rough materials
Waste all debris and clean up job areas
Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

Page 19 of 28



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

Accepted By

Stephanie Woodbury

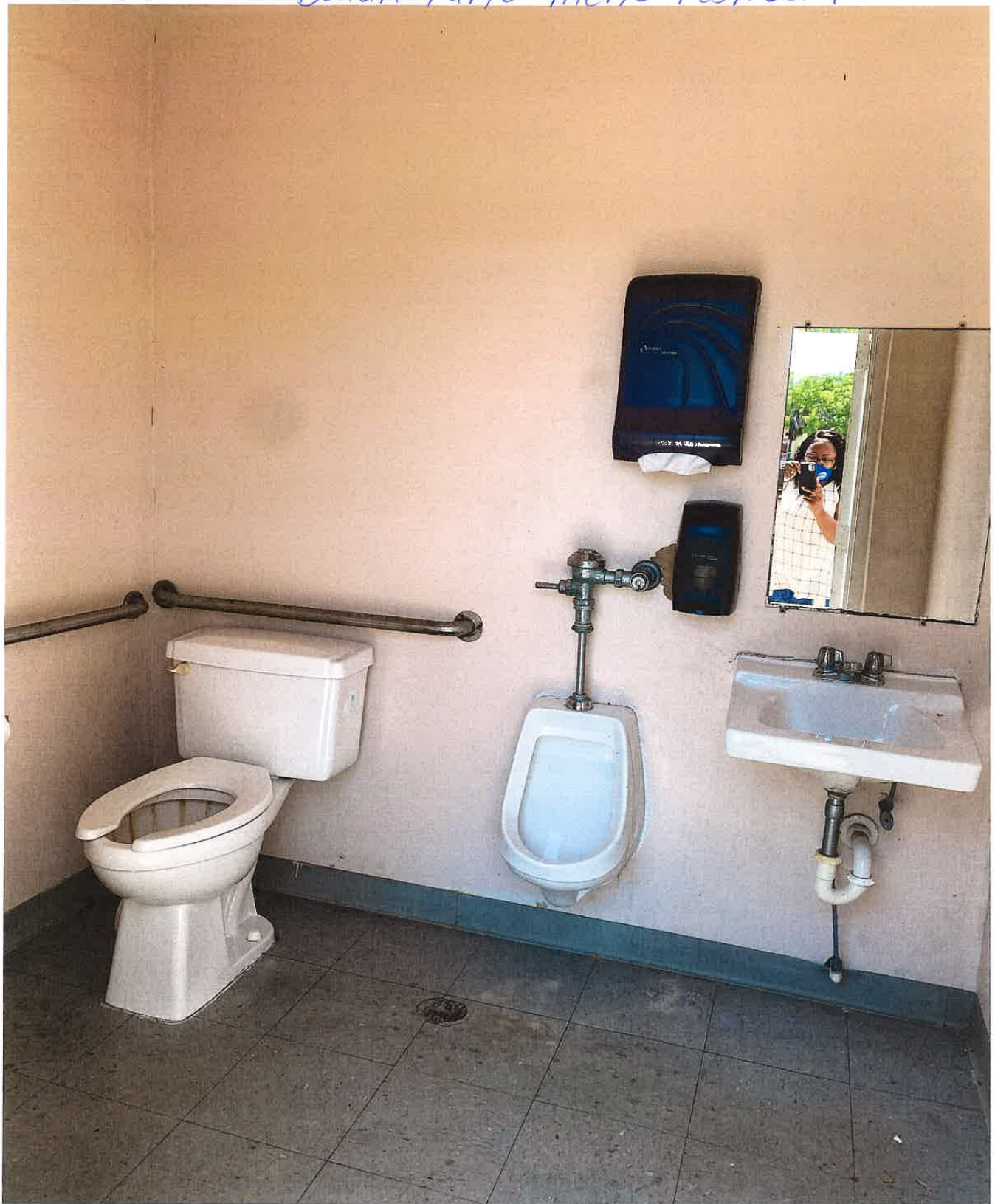
Moe Seyed
Project /Manager

Date

Behan Park - ladies restroom



Behan Park - men's restroom





May 29th, 2022

RE: ³¹¹⁵ 3150 SW 52 Ave, Pembroke Park, FL 33023

Preserve

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$143,462.00**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —

Bathrooms Renovation as per ADA

Preparation, demolition, and removal of

A total of 5 bathrooms (2 small bathrooms Approx. 42 sq. ft. and 3 medium size bathrooms Approx. 225 sq. ft. With total of 5 toilets, 5 sinks, and 2 Handy cap toilets). (Labor and Materials)

Plumbing —

Install all new plumbing fixtures, toilets, sinks, handy cap toilet and railing (Labor and Materials)

Electrical —

Intall New GFCI outlets and Light Fixtures (Labor and Materials)

Flooring —

Install ceramic floor tiles (Labor and Materials)

Painting —

Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets

Install shaker style vanities (Labor and Materials)

Total - \$124,750

PROFIT & OVERHEAD 15% = \$18,712

Total - \$143,462.00

Job Includes

Architectural drawings
All equipment as needed
All labor and rough materials
Waste all debris and clean up job areas
Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

Page 23 of 28



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

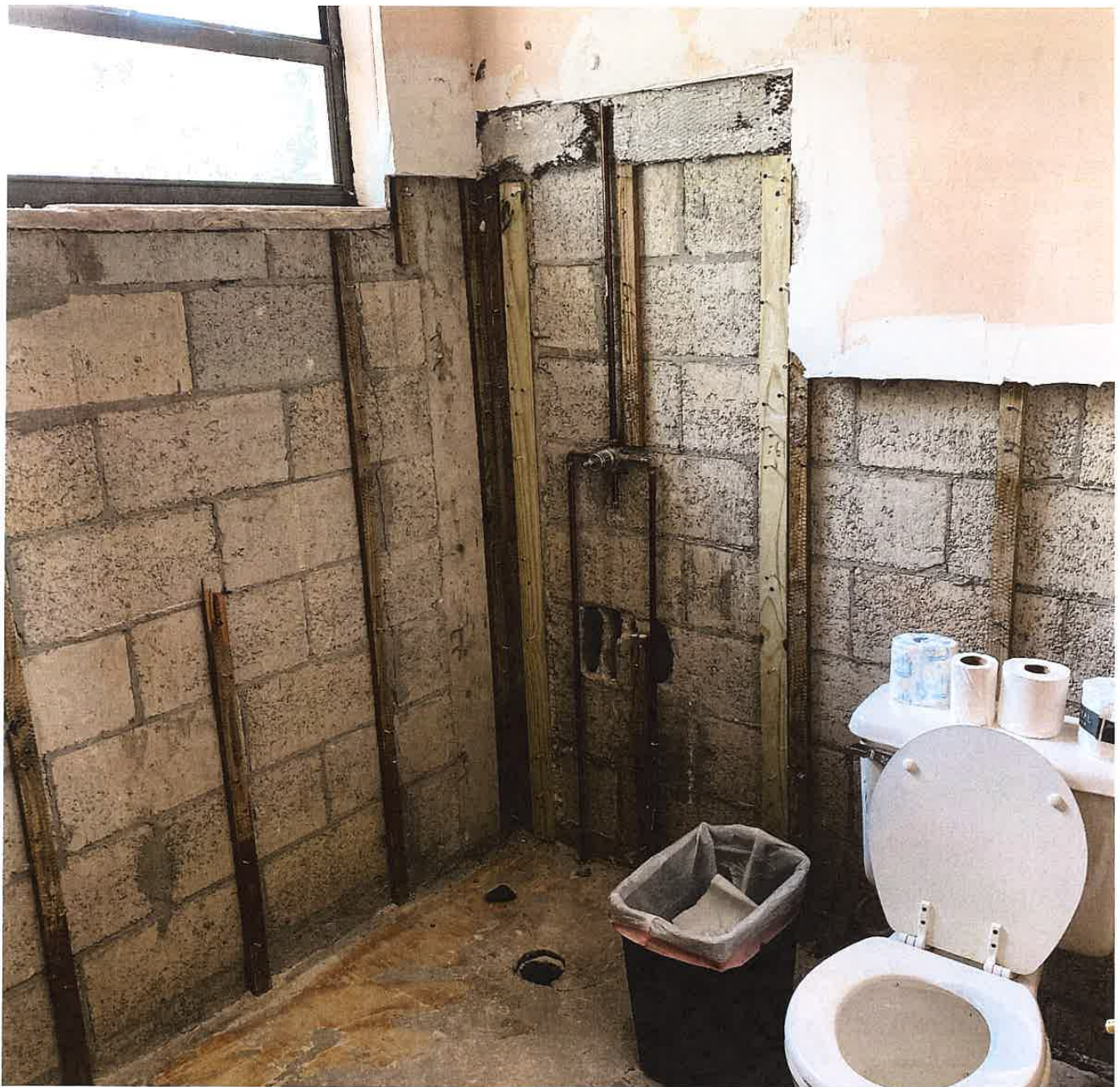
Accepted By

Stephanie Woodbury

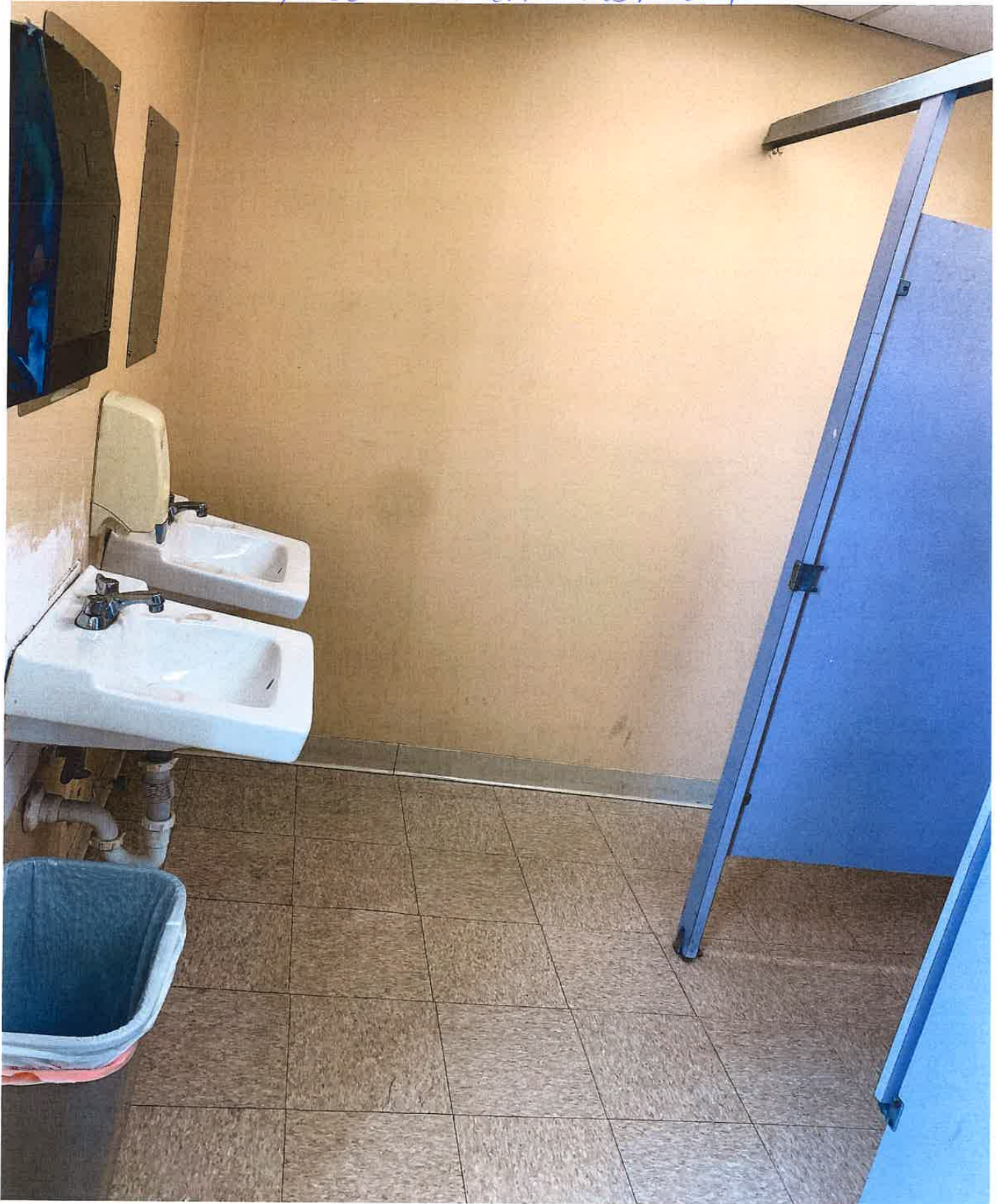
Moe Seyed
Project /Manager

Date

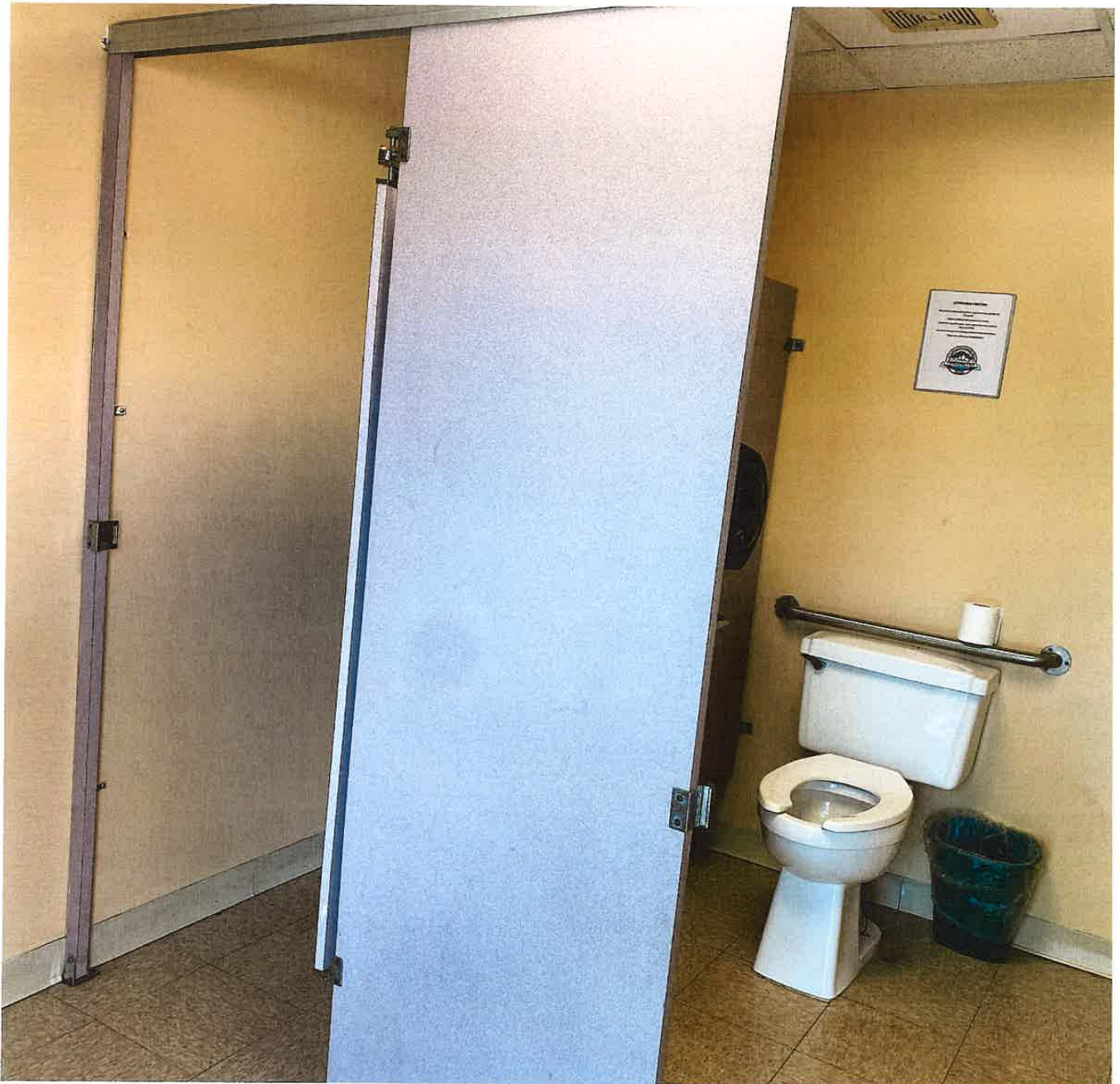
Preserve - Employee restroom



Preserve-men's restroom



Preserve-ladies restroom





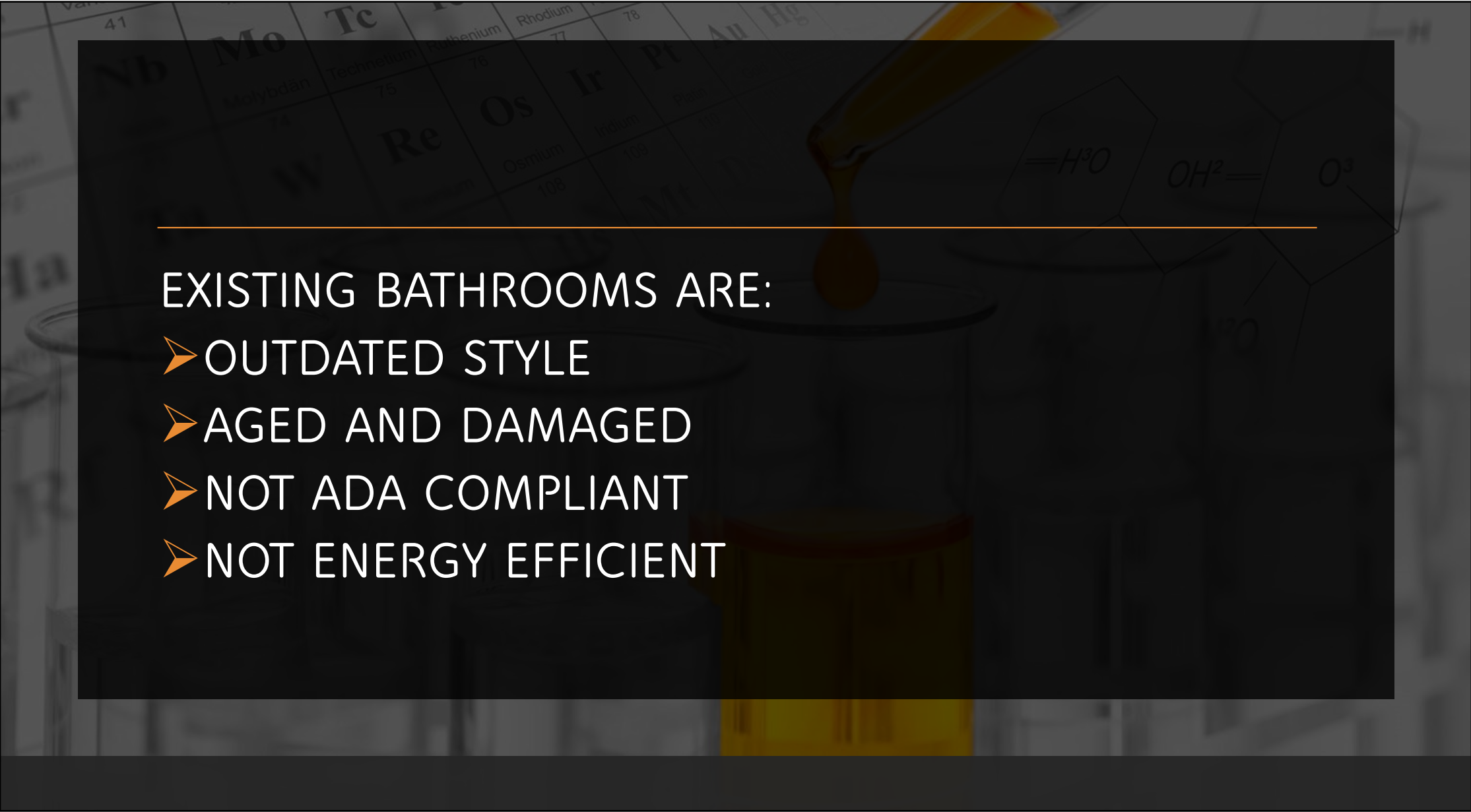


Bathrooms Renovation

TOWN HALL

PRESERVE PARK BUILDING

BEHAN PARK BUILDING



EXISTING BATHROOMS ARE:

- OUTDATED STYLE
- AGED AND DAMAGED
- NOT ADA COMPLIANT
- NOT ENERGY EFFICIENT



Town Hall Current Bathrooms

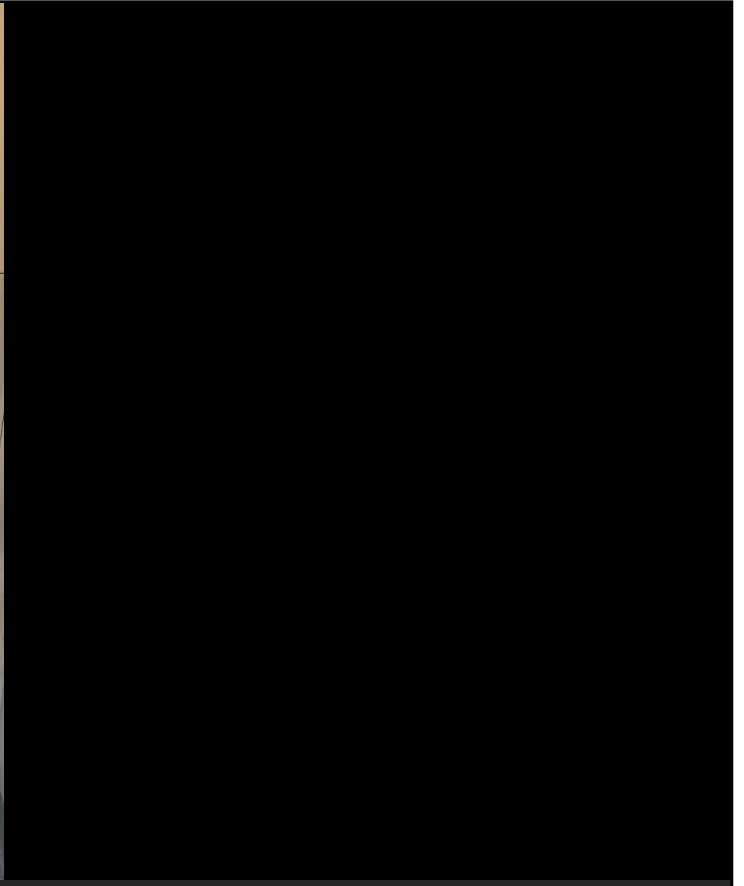








PRESERVE PARK BUILDING BATHROOMS



BEHAN PARK BUILDING BATHROOMS

AGENDA ITEM REPORT



To:

Subject: Patrick Behan Park - roof repairs

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department:

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

This quote is to re-roof the shingle roof and the installation of new gutters.

FINANCIAL IMPACT:

Total costs: \$7,800.00

RECOMMENDATION:

We are recommending approval of the lowest proposal.

ATTACHMENTS:

[1546_001](#)

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



PROPOSAL

Behan Park

TO: Town of Pembroke Park
Stephanie Woodbury
3200 SW 25 St
Pembroke Park, FL 33009
954-966-4600
MJACQUES@tppl.gov

Project:
OPP#: 5203
Date: 06/13/2022
Sales: Bobby Cherry
Phone: 954-658-9878
Email: bobby@cherryroofs.com

Scope of Work

1. Shingle Reroof

\$7,200.00

Owens Corning Architectural

Description of Services:

Permit Process - Preparation of permit packet & submittal to building department
Tear off existing underlayment, Nail and tin cap one layer of base sheet over entire slope roof
Install new lead stack & galvanized vents
Install new (3 x 3) inch galvanized eave drip
Shingle Installation
Inspections as required by Building Dept
Final - Walk through, meeting & clean grounds

2. Gutter Repair

\$600.00

Description of Services:

Install new gutters

Subtotal	\$7,800.00
*0% Tax:	\$0.00
TOTAL	\$7,800.00

Terms and Conditions

PAYMENT SCHEDULE Initials()

- **\$1,000.00 - PERMIT FEE Due on Acceptance, included in contract price**
- **40% of remaining balance due 1 day prior Phase 1**
- **WOOD BILL/CHANGE ORDER IF APPLICABLE**
- **30% of contract balance due 2 days prior to TILE/ SHINGLE/ METAL DELIVERY**
- **Contract balance due upon completion**

1) Initials() I understand additional wood costs may occur for replacement of rotten wood. Also, if your roof currently has more than one roofing system there will be an additional labor and debris charge for the removal. It is very difficult to determine how many roofing systems are currently on your roof and impossible to determine how much rotten wood is currently on your roof until the existing roofing material is removed.

2) Wood Bill - Change Order

The shingle, tile, or metal on your roof is attached to a plywood or tongue and groove wood base. Sometimes referred to as roof deck, this acts as a foundation for your roof. This wood connects the roof to the frame of the house. Even though it is not visible, it is very important to the structure of your home.

Wood absorbs moisture, and this can cause it to become soft and rot. Termites can also cause wood damage. Rotted or damaged wood cannot support the weight of a roof the way healthy wood can, nor can it safely grip the nails used to install the roof.

We must replace all rotted wood that we find. If we do not replace the rotted wood, it will be unsafe, not pass inspection, and will be ineligible for us to warranty.

Since we are unable to see the wood that is supporting your roof, we do our best to estimate the amount of wood that will need to be replaced. The following are factors we consider when estimating how much wood will need to be replaced:

- The age of the roof
- The location of the house
- The type of roof that is currently on the house
- The condition of the visible wood like Facia

There is always a possibility that during the tear off, as we remove the old roofing material and expose the wood decking below, that we will find additional wood that will need to be replaced. If we find that additional wood is needed, we will contact you and discuss what we found. All replaced wood will be documented with pictures in CompanyCam. You will be given a link at the start of your project to view all pictures taken.

In the event more wood needs to be replaced, we will email you a Change Order. Change Orders are a formal procedure for the billing of extra work - items not included in the original fixed-price contract. The Change Order needs to be signed and returned.

3)Initials() No Flashing, carpentry work, woodwork, or painting is included in this contract unless mentioned in the specifications.

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4) Cherry Roofing Enterprises Inc. shall not be responsible for the damages whether before commencement of or during the said work, or after said work, caused by strikes, war, acts of God, sudden rains, storms, windstorms, or any event beyond our control. All work to be done or guaranteed shall be set forth in specifications. No promises, verbal or otherwise, will be valid.

5) Remove all present roofing material to a smooth workable surface. Remove all debris from premises. Cherry Roofing will cover driveways, A/C units, pool areas, and landscaping around home to try and prevent damage from roofing debris.

6) Replace all rotten rafters, sheathing and fascia boards up to 50 linear feet or 3 sheets of plywood included in contract price. Any excess of 50 linear feet or 3 sheets of plywood, to be charged at a rate of \$7.50 per linear foot for 1st story fascia, soffit, and larger rafters. \$10.50 per linear foot for 2nd story fascia and soffit. \$120 per sheet of plywood \$6.50 per linear foot for sheathing and 2 x 4 rafters. Any cedar starts at \$12 per linear foot and will be an additional charge.

7) This roof will be guaranteed for a period of five (5) years against faulty workmanship and faulty materials. Please Note: Warranties do not cover any exposed wood (example = fascia). Also, warranties are not automatically transferred. New homeowners MUST contact Cherry Roofing with in a 7 day period after closing. There will be a transfer fee based on the amount of the original contract and the time remaining on the warranty.

8) Initials() Cherry Roofing Enterprises, Inc. will not be responsible for removal of old gutters or for the purchase of new gutters. Cherry Roofing Enterprises, Inc. will not be responsible for reinstallation of old gutters that have been removed. If gutters must be removed to install the roof, it will be the sole responsibility of the client, unless specifically detailed in the terms of the contract. Reinstallation of old gutters or purchase of new gutters will be the responsibility of the client, unless specifically detailed in the terms of the contract.

9) Initials() Cherry Roofing Enterprises, Inc. will not be responsible for removal of Satellite Dishes, Security Cameras or any other wiring connected to fascia or roof. It is the sole responsibility of the client to remove or have removed prior to the start of work. Cherry Roofing Enterprises, Inc. will not be responsible for reinstallation of Satellite Dishes, Security Cameras or any other wiring connected to fascia or roof that have been removed. If Satellite Dishes, Security Cameras or any other wiring must be removed to install the roof, it will be the sole responsibility of the client, unless specifically detailed in the terms of the contract. Reinstallation of Satellite Dishes, Security Cameras or any other wiring or purchase of new Satellite Dishes, Security Cameras or any other wiring will be the responsibility of the client, unless specifically detailed in the terms of the contract.

10) Initials() Cherry Roofing Enterprises, Inc. will not be responsible for removal of Air Conditioning Units, ducts, dog boxes, wiring, freon lines or duct work or any other AC related lines connected to fascia, roof or under the decking of the roof. It is the sole responsibility of the client to remove or have removed prior to the start of work. Cherry Roofing Enterprises, Inc. will not be responsible for reinstallation of Air Conditioning Units, ducts, dog boxes, wiring, freon lines or duct work or any other AC related lines that have been removed. If Air Conditioning Units, ducts, dog boxes, wiring, freon lines or duct work or any other AC related lines must be removed to install the roof, it will be the sole responsibility of the client, unless specifically detailed in the terms of the contract. Reinstallation of Air Conditioning Units, ducts, dog boxes, wiring, freon lines or duct work or any other AC related lines or purchase of new Air Conditioning Units, ducts, dog boxes, wiring, freon lines or duct work or any other AC related lines will be the responsibility of the client, unless specifically detailed in the terms of the contract. Down payment or periodical draws will be discussed upon signing of contract.

11) Initials() **FLAT ROOF ONLY:** Cherry Roofing Enterprises, Inc. only represents the roof covering and make no warranty on the decks condition. None of the above work addresses the issue of ponding water, Water

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will pond at the end of completion of the re-roof as it currently does, unless specifically detailed in the terms of the contract.

12) Owner is responsible to protect interior and exterior furnishings from dust and debris during roofing process.

13) This contract price includes all taxes and permit.

14) This contract price does NOT include any permits, letters, or fees associated with gas vents.

15) Owner shall make payment of all invoices within 15 days of submission of invoice by Cherry Roofing. In the event that Owner fails to make payment when due, Owner agrees to pay the same, together with all costs, interest at 1.5 % per month, losses, lien fees, expenses of collection, legal expenses, court costs, and attorney fees, in both trial and appellate courts, paid or incurred by Cherry Roofing in seeking to collect any and all payments due from Owner.

16) Any interruption in the work agreed upon in this contract which is not the fault of Cherry Roofing or beyond the control of the same will be billed according to the time and material, lost work done, or attempted to be done, on this roof other than Cherry Roofing, or their agents, relieves the warrantor from any further obligation hereunder. Should any leak occur, within the period of our guarantee, due to defective materials or workmanship supplied and furnished by us, we hereby agree to repair same without charge, upon receipt of the proper notice in writing, by certified mail, providing that the job complained of has been promptly paid in full. This guarantee shall apply to labor and materials only and does not cover damage to personal property which occurs as a result of leakage after roof is installed. We do not guarantee against leakage due to: footwear, improper building or roof deck construction, fire, hail, tempest or hurricanes, or to punctures made by fastening or wire fixtures, nor the erection of any hatchway, penthouse, flagpole, pipe or other structure, support or brace, subsequent to completion of our work on your property. We cannot be responsible for sidewalks, lawns, awnings and fences for access to the building. We cannot be responsible for ceiling damage during the process of roofing, condition of solar, gutters, and mortar matching with the color tile. This contract covers only that work which is specifically designated herein and does not cover any additional repairs which are found necessary after commencement of work. This is not transferable unless mentioned in the above specifications. Not responsible for screen enclosures. If the project is delayed for more than 90 days for any reason that is NOT the fault of Cherry Roofing, the price may need to be reevaluated due to material price increases. If the permit is not closed due to NO FAULT of Cherry Roofing the customer will be responsible for all fees that may incur.

16) Initials() The contract price for this construction roofing project has been calculated based on the current prices for general roofing materials. If, during the performance of the contract, the price of any general roofing materials significantly increases, through no fault of Cherry Roofing, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. Owner agrees to pay that cost increase to Cherry Roofing. Any claim by Cherry Roofing for payment of a cost increase, as provided above, shall require written notice, and be documented through quotes, invoices, or receipts. Where the delivery of any general roofing materials is delayed, through no fault of Cherry Roofing, as a result of the shortage or unavailability of any general roofing materials, Cherry Roofing shall not be liable for any additional costs or damages associated with such delay(s).

17) The party signing this Proposal hereby certifies that he or she is the property owner of the property described below or is authorized by the property owner to permit Cherry Roofing Enterprises Inc., its affiliates and their employees and agents' entry onto the property at the address noted below. Cherry Roofing Enterprises Inc. takes reasonable precautions to prevent property damage when working. Generally, most areas used while performing these activities suffer no damage. However, due to the nature of the equipment required for roofing, it is possible for damage to occur or for pre-existing damage to be worsened. In connection with the delivery, roof loading of

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954-963-2741



materials and presence on the property, the property owner, its assigns, insurers and legal representatives, hereby release Cherry Roofing Enterprises Inc., its directors, and successors and assigns (collectively, the "Releases") from any liability for any damages of any kind, known or unknown, which the property owner incurs on or at the property, including without limitation, damage to driveways, grass, sidewalks, curbs, walkways, lawns, shrubbery, flower beds, gardens, electrical or cable boxes, exposed plumbing pipes, and any unmarked sprinkler systems, water lines, septic systems, underground utility lines and vessels, or drain fields. This Release shall bind all parties who are in any way responsible for the condition of the property or construction activities thereon, including without limitation, any owner, occupant, or tenant of the property.

18) Initials() **PROPERTY DAMAGE RELEASE AND WAIVER PLEASE READ CAREFULLY BEFORE SIGNING** The party signing this Driveway Damage Release and Waiver (the "Release") hereby certifies that he or she is the property owner of the property described below or is authorized by the property owner to permit Cherry Roofing Enterprises Inc., its affiliates and their employees and agents' entry onto the property at the address noted below. Cherry Roofing Enterprises Inc. takes reasonable precautions to prevent property damage when working. Generally, most areas used while performing these activities suffer no damage. However, due to the nature of the equipment required for roofing, it is possible for damage to occur or for pre-existing damage to be worsened. In connection with the delivery, roof loading of materials and presence on the property, the property owner, its assigns, insurers and legal representatives, hereby release Cherry Roofing Enterprises Inc., its directors, and successors and assigns (collectively, the "Releases") from any liability for any damages of any kind, known or unknown, which the property owner incurs on or at the property, including without limitation, damage to driveways, grass, sidewalks, curbs, walkways, lawns, shrubbery, flower beds, gardens, electrical or cable boxes, exposed plumbing pipes, and any unmarked sprinkler systems, water lines, septic systems, underground utility lines and vessels, or drain fields. This Release shall bind all parties who are in any way responsible for the condition of the property or construction activities thereon, including without limitation, any owner, occupant, or tenant of the property.

Due to the nature of roofing work, we strongly recommend that the following be completed by the customer prior to our commencing work: 1. Cover furniture with a drop cloth. 2. Remove any lamps, art objects or other breakable items from room. 3. Remove any debris that may have fallen in swimming pool after each phase of roof work. Although we take all due care, CHERRY ROOFING, LLC. cannot be responsible for any dirt or small debris that might fall through sheathing on exposed ceiling type roofs, therefore there may be some clean up (vacuuming, dusting, etc.) required of the customer after completion of job.

BUYERS RIGHT TO CANCEL You may cancel this agreement by mailing a notice to Cherry Roofing. This notice must be postmarked before midnight on the third business day after signs this agreement. If you cancel this agreement Cherry Roofing may keep all or part of any cash down payment, not to exceed the lessor of 25 (Twenty-Five) percent of the total contract. Should you decide to cancel for any reason after the building permit has been issued you will be responsible for the entire cost of the permit.

Make All Checks Payable to: Cherry Roofing

The terms and conditions of the foregoing Proposal, specifically including contract price, are valid only for a period of thirty (30) days.

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



Contractor

Day et Cherry

06/13/2022

Cherry Roofing

Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Accepted by Print: _____ Signature: _____ Date: _____

DAVIE: 954-792-ROOF (7663)
N. BROW: 954-566-ROOF (7663)
S. BROW: 954-981-ROOF (7663)
DADE: 305-981-ROOF (7663)
FAX: 954-964-ROOF (7663)
1-877-981-ROOF (7663)

**Paul Bange
Roofing
Inc.**

Proposal

The
Overhead
Care Club



STATE CERT. CC C033691
LICENSED AND INSURED

7000 S.W. 21 ST PLACE
DAVIE, FLORIDA 33317

Member of
Better Business Bureau

PROPOSAL SUBMITTED TO			DATE		MOBILE	
FIRST NAME Patrick Behan Park		LAST NAME		JOB NAME		HOME
STREET 3200 SW 25th St				STREET		
CITY Pembroke Park	STATE FL	ZIP 33009	CITY	STATE	ZIP	
EMAIL						

We hereby submit specifications and estimates for

PREP WORK

- ☒ Remove existing roof to clean workable surface and dispose of debris.
- ☒ Replace damaged sheathing at \$ 6.00 per Linear foot.
- ☒ Additional Cost. (Plywood replaced by square ft.) _____ initial
- ☒ Fascia replaced at \$ 15.00 per foot. _____ initial
- ☒ Replace necessary flashing/soffit at \$ 6.00 per foot.
- ☒ Stucco/Painting work not included. _____ initial
- ☒ Install new lead flashing to all plumbing vent stacks.
- ☒ Install new 26 gauge 16" galvanized metal to all valleys and tie-ins.
- ☐ Exposed ☐ Not Exposed
- ☒ Type of roof to be removed (SHINGLE)

SHINGLE

- ☒ Install # 30lb _____ base sheet.
- ☒ Install 3x3 _____ in eave drip metal.
- ☒ Install Dimensional _____ Fiberglass fungus resistant shingles.
- ☒ Mfg. _____ Color _____

- ☒ Repair / Other Price Includes: Permit, Taxes, Engineering, Dump fees, Rodent Screens on stacks. Paint stacks and vents. Install 3 10" J-vents
Option: Additional Water Barrier Add \$ 2,712

Roof qualifies for a lifetime warranty with active Overhead Care Club Membership \$19.95

- ☒ Roof to wall enhancement *Please initial Yes _____ No _____ \$ _____ (Additional)
We hereby propose to finish labor and material complete in accordance with the above specification for the sum of
Twelve thousand six hundred seventeen _____ dollars (\$ 12,617.00)
No Deposit: 60% day of start, woodbill to be paid upon receipt 30% due at material load, 10% at final.
Ygrene - All Ygrene paperwork will be signed at tile loa...order to expedite payment and final inspection. Initial-
Payment Method: Cash, Check,

WARRANTY TO ORIGINAL OWNER: Paul Bange Roofing Inc. warrants workmanship for the period of 5 years conditioned on payment in full.
CUSTOMER IS URGED TO COVER FURNITURE AND OTHERWISE PROTECT THEIR PROPERTY. GUTTERS WILL BE DISCARDED DURING REROOF.
THIS CONTRACT IS SUBJECT TO OFFICE APPROVAL.

Roofing Specialist Sign AB

Print Barby & Jacky

ACCEPTANCE OF PROPOSAL

ACCEPTED Signature _____

Print _____ Date _____

Proposal becomes contract upon acceptance and signature

Terms of payment, warranties and limitations

Warranty is only as stated above as agreed. Company liable for its own work only and not termites, wood destroying organisms, rot, mold, fire, tornadoes, hurricanes, named storms, acts of God and causes beyond company's control, damage to building, settlement, warping, distortion, stucco, electrical, A/C, paint and existing structure and conditions, interior, fixtures, finishes, decorations and stored items due to leaks or otherwise. No warranty until Company is paid in full. Installation of tile/shingle contingent on HOA approval if required.

Initial Here _____

AGENDA ITEM REPORT



To:

Subject: Stormwater Master Plan

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

This is to update the Town's stormwater master plan.

FINANCIAL IMPACT:

Total costs: \$143,500.00

RECOMMENDATION:

We are recommending approval based on the CCNA contract with Kimley Horn & Associates.

ATTACHMENTS:

[Pembroke Park SWMP Update Proposal](#)



July 13, 2022

Mr. Robert Clark
Public Services Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**RE: *Stormwater Masterplan Update #1
Pembroke Park, FL***

Dear Mr. Clark:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), in connection with the Town of Pembroke Park "Civil Engineering Consultant Services Agreement RFQ 22-03" is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as "Client" or "Town"), to provide professional services associated with updating the Town's Stormwater Master Plan.

Project Understanding

The Town was incorporated on December 10, 1957 and the original Stormwater Master Plan (SWMP) was completed in July 2001. The Town of Pembroke Park currently operates stormwater management facilities and programs within the Town. To address flood protection for its residents the Town seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan. The SWMP update will include a Capital Improvement Plan (CIP) that addresses ten priority stormwater improvement projects (basins) throughout the City based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis. The SWMP update will also include the development of an Operation and Maintenance program with an annual budget to improve the condition and performance of the Town's new and existing stormwater infrastructure.

The intent of this SWMP Update is to enable the Town to examine the performance of the existing stormwater infrastructure, the effectiveness of the current Operation and Maintenance program and to identify prioritized capital improvement projects for future system improvements, improved stormwater management, and water quality improvements throughout the Town of Pembroke Park. In addition, this SWMP Update will review, and address impacts associated with sea level rise, resiliency, and changes in the construction industry that should be reviewed and incorporated into the budgets for the stormwater program.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT INITIATION/MEETINGS

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the Kimley-Horn and Town staff. Kimley-Horn will

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

conduct a project Kick-off meeting after receiving notice to proceed from the Town. At this meeting, information will be reviewed about previous storm water management efforts and experiences, particularly those relative to ongoing flooding and pavement deterioration within the Town. The meeting will address the project schedule, coordination requirements, project goals, and project objectives.

Up to four (4) coordination meetings may be required between the Town and Kimley-Horn throughout the duration of the project.

Deliverables:

Kickoff meeting and four (4) coordination meetings

TASK 2 – STORMWATER DATA COLLECTION

Kimley-Horn will collect and evaluate information contained in the original Storm Water Master Plan and readily available information that has been prepared since completion of the original Storm Water Master Plan. The data collection will be limited to the Town's corporate limits and offsite areas that directly impact the Town's drainage system. Types of data that may be collected by Kimley-Horn include:

1. NPDES Permit information and data (from the Town and Broward County)
2. Town ordinances, regulations or guidelines for storm water management
3. Storm Water management and land use Geographic Information System (GIS) coverage (from Town)
4. Design and record drawings of completed or proposed storm water management/drainage projects
5. Citizen complaint reports/Public Works Department Work Orders (from Town)
6. Records of storm water management problem areas (from Town)

Kimley-Horn will prepare a brief memorandum summarizing the data collected to support the development of the Storm Water Master Plan Update. This memorandum will also include identification of additional data needs, if any, to complete the Plan. This task does not include physically collecting field data such as topographic surveys or geotechnical testing.

As part of this task, Kimley-Horn will build upon the field inventory of the Town owned and operated primary and secondary storm water system that was initiated with the original SWMP. This inventory will be limited to identifying and logging a total of 50 storm water structures or facilities through visual observation. The intent of the inventory will be to determine the general maintenance condition of storm water structures, outfalls, and facilities throughout the Town not reviewed as part of previous master planning efforts.

Deliverables:

Data Collection memorandums

TASK 3 - STORMWATER MASTER PLAN UPDATE

The result of this task is to develop a Stormwater Master Plan Update that utilizes the services performed and information collected in Tasks 1 and 2. This task will be conducted in the following three sub-tasks.

- 3.1 Existing Problems/Needs Assessment
- 3.2 Hydrologic/Hydraulic Modeling
- 3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)
- 3.4 Resiliency Alternatives

3.1 Existing Problems/ Needs Assessment

Kimley-Horn will meet with Town Staff to review stormwater complaints, identify the locations of stormwater problem areas and collect information relative to problem nature, and severity. In addition, Kimley-Horn will visit the Town during major storm events (rainfall lasting more than one-hour) that occur during the data collection and existing problems/needs assessment phases. The purpose of the visits will be to identify additional stormwater problem areas (locations where roadway flooding extends across an entire travel lane or where buildings appear to be in danger of flooding). Once these areas have been identified, the drainage deficiency map will be modified depicting the stormwater problem areas remaining as they relate to the current stormwater master plan and the additional stormwater problem areas identified as part of this assessment. This exhibit will be provided to the Town for review.

Once the exhibit depicting stormwater problem areas has been created, Kimley-Horn will meet with the Town to identify up to eight (8) Priority Sub-basins for Hydrologic/ Hydraulic modeling. The selection of the Priority Sub-basins will be based on the Sub-basin boundaries defined in the previous Stormwater Master Plan and the severity of stormwater problems within each Sub-basin. The exhibit will also indicate stormwater improvements that have been completed since the previous SWMP.

3.2 Hydrologic/Hydraulic Modeling

Kimley-Horn will develop a hydrologic/hydraulic (H/H) stormwater model to evaluate the Priority Sub-basins. All stormwater facilities within a Priority Sub-basin may not be included in the model if they are not required to evaluate the area. Kimley-Horn will develop hydrologic and hydraulic stormwater models for the selected Sub-basins using SFWMD Cascade or another model acceptable to the Town. Typical data required for these models include:

- Stage/Storage relationships
- Time of Concentration
- Soils Infiltration/Storage
- Impervious Areas

- Curve Number/Runoff Coefficient
- Stormwater Facility Information
- Rainfall Data
- Flow Data
- Conceptual Sea Level Rise Impacts

The design level of service (LOS) goal for each Priority Sub-basin will be based on recommendations contained in the original Stormwater Master Plan. Kimley-Horn will execute the model for the following storm events:

- 5-year/ 24-hour
- 10-year/ 24-hour
- 25-year/ 72-hour
- 100-year/ 72-hour

Model input and results of existing condition model will be reviewed with the Town prior to proceeding with modeling of alternative solutions. The alternative solutions will include stormwater management practices that may be required to accommodate the change in level of service due to stormwater resiliency impacts. Utilizing the H/H model Kimley-Horn will evaluate up to two alternative solutions for each of the selected Priority Sub-basins. The recommended improvements may include both structural and nonstructural controls to address the storm water management problems identified.

In addition to storm water management, Kimley-Horn will utilize a spreadsheet model to estimate storm water quality or pollutant load reductions for total suspended solids, total phosphorus, and total nitrogen based on existing load use and proposed water quality improvements.

3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)

Utilizing the results of the above outlined tasks, Kimley-Horn will summarize the improvements that are needed to upgrade the level of service for the Town's stormwater system. This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The Town's CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget. A brief summary of each project including anticipated pollutant load reduction will be included as part of the CIP. The CIP will include updated budgets for projects included in the previous SWMP as well as budgets for improvements to meet level of service goals in the Priority Sub-basins identified in this SWMP Update, and Operation and Maintenance costs for the Town's storm water system. This scope of work does not include evaluation of the stormwater utility management report, review of the current stormwater utility rate, additional data for project funding, MS4, or CRS compliance. Those evaluations or supporting documentation can be provide for specific basins as an additional service.

Upon completion of the above noted sub tasks, Kimley-Horn will prepare and distribute a draft copy of the Stormwater Master Plan Update to the Town. Kimley-Horn will meet with the Town staff to present the contents of the report.

Kimley-Horn will incorporate comments from the Town staff and submit the final Stormwater Master Plan Update.

3.4 Resiliency Alternatives

By updating the Town's current Stormwater Master Plan, the Town is leading the way in resiliency planning and combating flooding by focusing on the effects of sea level rise. The intent of this SWMP Update is to develop a capital improvement program that will ultimately protect and enhance the quality of life of its residents and visitors and improve the long-term outlook for future generations. The Town recognizes that their residents have experienced hurricanes and tidal events that have directly impacted their community, and this project illustrates that the Town shares the same level of urgency to implement the resiliency goals and objectives that will be outlined in this SWMP Update.

As part of this Task, we will evaluate flood control LOS, vulnerability, resiliency, and potential risk for the Primary Stormwater Management System and infrastructure from existing sea level conditions and tides (normal ranges of high tides and extreme event surges generated from severe storm events) based on the model results from Task 3.2. We will account for resiliency by raising the water table level twelve inches (12"). The designs will then utilize best management practices to account for the reduction in ground water storage resulting from the raised water table. As part of reviewing resiliency alternatives, the Consultant will focus on cost-effective solutions and work closely with the Town to develop a phased approach that makes economic sense.

Additionally, the Consultant will discuss with the Town the current design level of service goals to see if modifications are necessary.

This task does not include the design or feasibility of stormwater pump stations to address stormwater management. If the intent is to add stormwater pump stations that would be an additional service.

Deliverables:

- Draft Report
- Final Report

TASK 4 – VULNERABILITY ANALYSIS

Kimley-Horn will collect and evaluate information related to vulnerabilities associated with sea level rise, storm surge, and extreme “king” tides. This task includes collecting publicly available sea level rise projections for the Town, NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) storm surge inundation maps for the Town, and NOAA tidal information for the nearest tidal gauge to the Town. Kimley-Horn will review up to 15 years of historic tidal information to understand the extent to which king tides are currently experienced within the Town.

Kimley-Horn will review the Town's existing GIS layers to determine their completeness with regards to understanding pathways for inundation for sea level rise, storm surge, and king tides. Kimley-Horn will communicate what additional infrastructure, if any, is necessary to be inventoried or surveyed to complete this dataset.

Kimley-Horn will review the collected Town GIS layers and underlying vulnerability information to prepare a series of maps of all roadways vulnerable to flooding due to their elevation, connection to receiving waters, and overlay with publicly available vulnerability layers. These maps will be used to identify roadways or portions of roadways subject to potential flooding for various storm surge and sea level rise scenarios. This analysis includes the analysis of up to five scenarios, to be selected by the Town. A scenario is defined as a vulnerability, such as king tides or the storm surge associated with a Category 1 storm, with a certain level of potential future sea level rise applied, such as the NOAA Intermediate-High projection for 2050 or 2070.

Deliverables:

- PDF maps and GIS layers of the roadway assets shown to be vulnerable to the five selected potential flooding scenarios

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-4** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Project Initiation/Meetings	\$7,500
2	StormWater Data Collection	\$46,000
3	Stormwater Master Plan Update	\$70,000
4	Vulnerability Analysis	\$20,000
	Total Lump Sum Fee	\$143,500

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Pembroke Park "Civil Engineering Consultant Services Agreement" Contract; RFQ 22-03 shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

Very truly yours,



By: Gary R. Ratay P.E.
Vice President



Stefano Viola, P.E.
Project Manager

O:\Stefano\Pembroke Park\2022 General Services\Stormwater Master Plan Part I\Pembroke Park SWMP Update Proposal.docx

AGENDA ITEM REPORT



To: Town Commission
Subject: FPL Generator for Town Hall & Stormwater Pump Station #1
Meeting: 04 27 2022 DRAFT Agenda WORKSHOP COMMISSION MEETING - Apr 27 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

FPL has a generator program that it provides to residents, businesses, and government using a budgetary payment plan. The payment prices vary depending on the down payment amount and the chosen number of payments (10 or 20 years)

FINANCIAL IMPACT:

As low as \$598 to \$5,208 per month. See attached proposal from FPL for more information.

POLICY IMPLICATIONS:

All equipment, parts, materials, labor, installation, and maintenance are covered in the program and included in the price.

RECOMMENDATION:

Seeking Commission's Direction to find best method of utilizing FPL's generator program for the Town.

ATTACHMENTS:

[FPL Generator Budgetary Proposal - Town of Pembroke Park 1-22-22](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Apr 20 2022
Robert Clark, Public Services Director	Approved - Apr 21 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Energy as a Service

Reliability. Resilience. Safety.

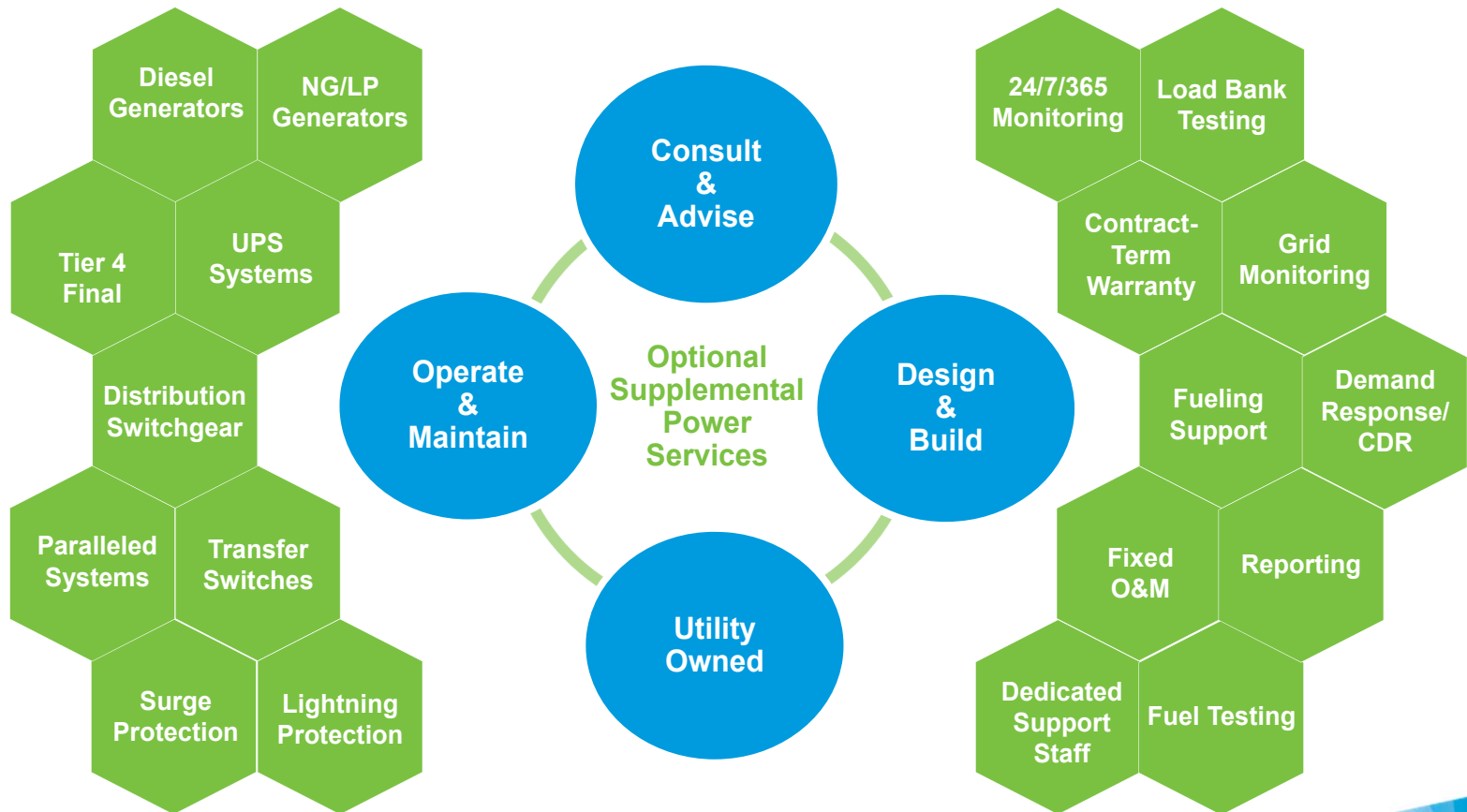


Optional Supplemental Power Services Budgetary Generator Proposal

January 22, 2022

Commercial Customer Products

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OSPS offers resilience-as-a-service by installing customer-sited solutions with no upfront customer payment

Town of Pembroke Park

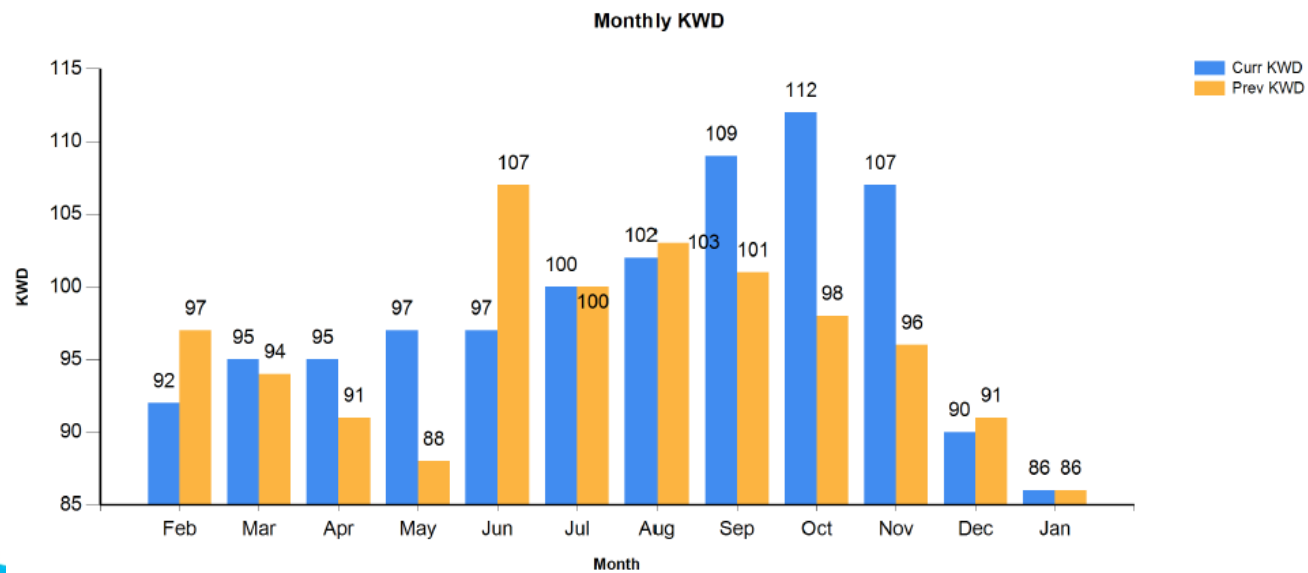


► Power Delivery Information

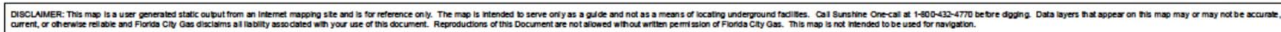
- » Pembroke Sub
- » Feeder 702433

► Historical Demand Data

- » Peak: 112 KWd

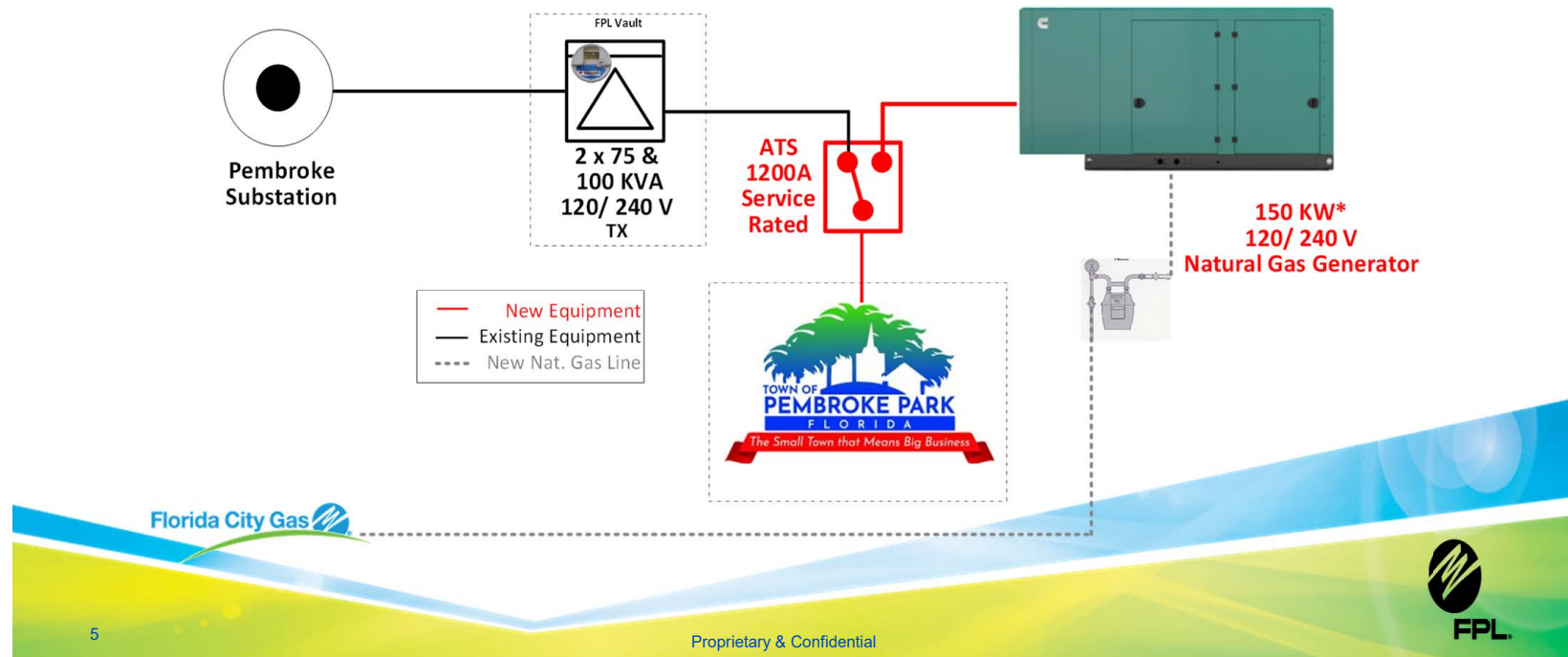


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Project Overview

- ▶ **Whole-facility backup power solution**
 - » 150 KW, 120/240 V, three-phase, natural gas, standby generator
 - » Close transition / Open transition
- ▶ **FPL generator program includes 10 / 20-year “full service” agreement**
 - » Includes engineering, procurement, installation, maintenance, and repair
 - » 24/7 monitoring
- ▶ **Project Schedule**
 - » ~8-10 months from signed Agreement Date



Scope & Pricing

Generator	150 kW
Fuel	Natural Gas
Coverage	Labor, parts, & Maintenance

Contract Term	10 Years							
Switchgear	Open Transition				Closed Transition			
Buy Down %	0%	50%	75%	90%	0%	50%	75%	90%
Buy Down Amount	\$0	\$275,969	\$413,954	\$496,745	\$0	\$319,746	\$479,619	\$575,543
Budgetary Monthly Service Payment	\$6,692	\$3,346	\$1,673	\$669	\$7,753	\$3,877	\$1,938	\$775

Contract Term	20 Years							
Switchgear	Open Transition				Closed Transition			
Buy Down %	0%	50%	75%	90%	0%	50%	75%	90%
Buy Down Amount	\$0	\$319,244	\$478,866	\$574,639	\$0	\$366,295	\$549,442	\$659,330
Budgetary Monthly Service Payment	\$5,208	\$2,604	\$1,302	\$521	\$5,975	\$2,988	\$1,494	\$598

1) Monthly payment does not include applicable taxes.

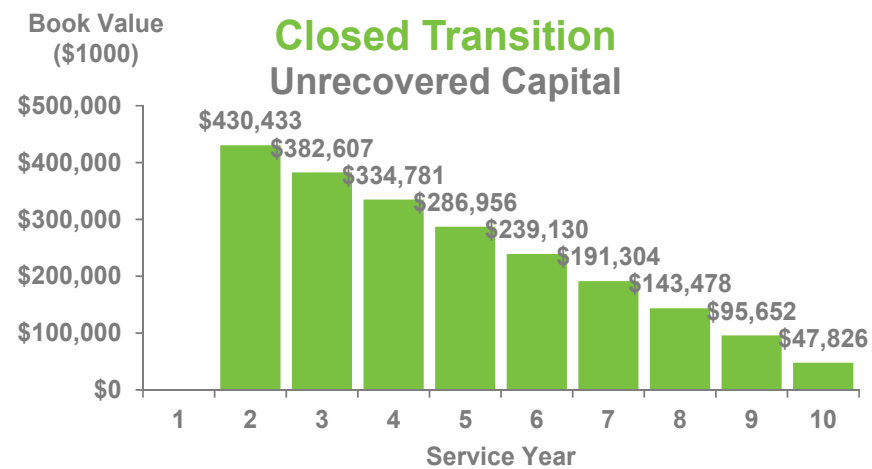
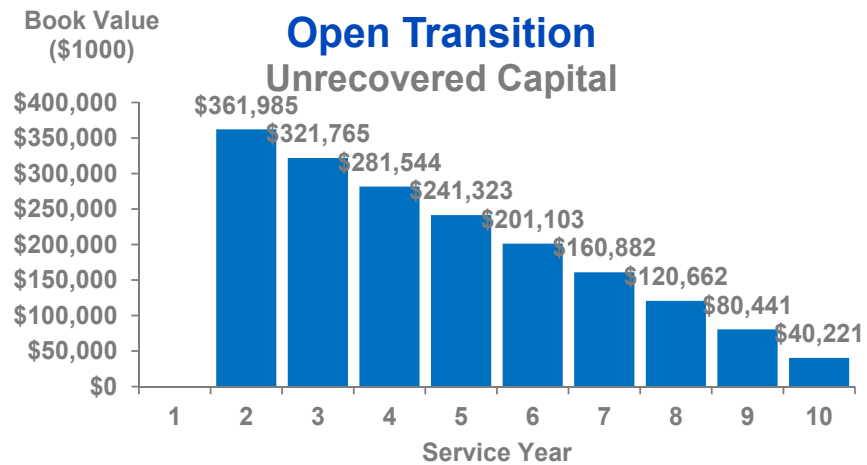
Key Agreement Terms: Moving

- ▶ **The agreement has provisions to transfer or purchase the equipment in the case the customer moves and ensures we are able to remove equipment for non-payment**
- ▶ **If Town of Pembroke Park sells building prior to end of contract:**
 - » New owner may take assignment of Agreement, subject to credit approval, or
 - » Existing customer will be required to purchase, or pay to remove, in amount equal to the unrecovered capital and O&M costs
 - › Buy-out options on next slide

Customers need not worry about moving; transferring or purchasing equipment will be a easy process

Buy-out Option

- ▶ **Customer may purchase the asset from FPL**
 - » FPL will be paid the remaining book value of the asset
 - » O&M responsibilities transfer to the customer
 - » Buy-out allowed after 1st year



1) Buy-out value stream is based on year beginning.

Program Overview

- ▶ **FPL designs, installs, owns, operates, maintains, and monitors the equipment providing total lifecycle management**
 - » 10 / 20-year term; fixed monthly payment; 100% backup power
 - » Contract warranty

- ▶ **Major benefits for customers include:**
 - » 100% resiliency and enhanced reliability
 - » No upfront capital required; fixed monthly payment
 - » Installation and equipment repair risk shifted to FPL
 - » FPL will serve as a point-of-contact for customer; 24/7 monitoring with real-time updates to customer
 - » Allows facility staff to focus on its core competencies

FPL will own, install, operate, and maintain the customer's backup power equipment for a flat monthly rate

Why Energy as a Service?

Page 11 of 14

Customer CAPEX		OSPS
Burden on balance sheet for costly energy infrastructures upgrades	→	Capital freed up for core business needs and priorities and potential tax savings
Ownership risk associated with new equipment management, operation, and maintenance	→	Guaranteed system performance for resilience, efficiency, and sustainability
Facility staff skills needed to support a more advanced backup power system	→	Industry-leading experts manage critical power system
Unexpected repair bills and exposure to maintenance price increases	→	Consistent, long term, predictable OPEX with fixed monthly payment

Next Steps

- ▶ **360 Electrical & Engineering Services / FPL**
 - » Firm proposal

- ▶ **FPL Generator Program**
 - » Update pricing model
 - » Coordinate with Florida City Gas Facilities

360 Electrical & Engineering Services

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Nelson Lizazo, P.E.
President



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Florida Power & Light

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Maria Bertancur

Customer Advisor

Customer Advisor
Governmental Accounts-Broward

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Frankie Sanchez

Manager Business Operations

Optional Supplemental Power Systems

6001 Village Blvd
West Palm Beach, FL 33407
(561) 289-17119 (m)
Francisco.Sanchez@fpl.com



AGENDA ITEM REPORT



To: Town Commission
Subject: Proposal for the Wastewater Master Plan Update
Meeting: AGENDA WORKSHOP COMMISSION MEETING - July 27, 2022
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

The last wastewater master plan has expired and must be updated to consider the current and future needs of the Town sewer infrastructures.

FINANCIAL IMPACT:

\$372,490

POLICY IMPLICATIONS:

Sewer funds

RECOMMENDATION:

Staff recommends to approve the proposal

ALTERNATIVES:

Select fewer tasks under the proposal

ATTACHMENTS:

[4349-PembrokeParkWWMP-Proposal](#)
[Engineering-Cost-Estimate](#)

	Status:
Roy Brown, Finance & Budget Director	Approved - Aug 05 2022
Melissa Anderson, Town Attorney	Approved - Aug 05 2022
JC Jimenez, Town Manager	Approved - Aug 05 2022
Marlen Martell, Town Clerk	Approved - Aug 05 2022

TOWN OF PEMBROKE PARK

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL SURVEYING & ENGINEERING SERVICES

FOR

**DEVELOPMENT OF AN UPDATED
WASTEWATER MASTER PLAN**

DATED: JULY 18, 2022



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers • Planners • Surveyors
21045 Commercial Trail, Boca Raton, FL 33486
Phone (561) 314-4445 FAX (561) 314-4458

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE
FOR
DEVELOPMENT OF AN
UPDATED WASTEWATER MASTER PLAN

PROJECT NAME: TOWN OF PEMBROKE PARK WASTEWATER MASTERPLAN

PROPOSAL NO: 4349

PROJECT DESCRIPTION: Providing professional surveying, engineering, conceptual design and cost estimates for the preparation of an Updated Wastewater Master Plan described in Exhibit "A" (attached) and identified as UPDATED WASTEWATER MASTER PLAN:

OWNER: Town of Pembroke Park
Attention: Juan C. Jimenez, Town Manager
Address: 3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Phone: (954) 966-4600

**TOWN OF PEMBROKE PARK
UPDATED WASTEWATER MASTER PLAN
SCOPE OF SERVICES**

INTRODUCTION

An aging wastewater collection system and growth in both industrial and residential development have put a strain on the reliability and the capacities of the existing system. In 2001 the Town of Pembroke Park adopted a Wastewater Master Plan and began upgrading and improving the existing system to meet the service requirements of the Town. It has been twenty years since the plan was implemented and needs to be updated to address the current conditions of the infrastructure and increases in both residential and commercial/industrial customers.

The Town of Pembroke Park was originally developed with industrial development and Mobile Home Parks on what is the East side of the Town. Originally incorporated in 1957 and reincorporated in 1959 under State Charter. The original wastewater system consisted of Private lift stations and force mains that transmitted the wastewater to be treated by the City of Hollywood. In 1978 the Town annexed Holly Ridge Farms and a commercial corridor along Hallandale Beach Boulevard to make the two areas contiguous. The west side of Town originally sent wastewater to Dade County for treatment. During the 1970's the Town expanded their wastewater system to create a municipal Sewer System including taking over the Sewer Systems controlled by the High Ridge Water System. Broward County took over the water system. By the 1990's the wastewater systems lift stations along with many of the private systems were nearing the end of their useful life. The Town then commissioned a Wastewater Master Plan to determine the best way to improve the Wastewater Collection System and prioritize future improvements.

Using the Master Plan the Town Rebuilt 24 lift stations, added Sanitary Sewerage to most of the communities on the West side of Town. The Town acquired the sanitary sewerage systems within the Mobile Home Parks and Commercial Lift Stations that served multiple owners. This allowed the Town to upgrade the systems to meet current standards. It has been twenty years since the Master Plan was written and it is now time for a full review of the system, to address changes needed because of system age and development from the past 20 years and planning for the next twenty years.

During the Past twenty years development has increased including more than 1.6 Million square feet of industrial warehouse largely on land reclaimed from Meekins Lake. Apartment Complexes with more than 1500 units were built on former nursery properties on the West Side of Town

Service Area

The Service Area for the Town of Pembroke Park is the entire town limits.

Existing Facilities

The Town of Pembroke Park Currently has 34 Town lift stations and one master lift station operating in the Town's system. The sewer system consists of a backbone force main system which transports the sewerage that is pumped from the individual stations, through 2 meters and eventually to the Hollywood Regional Wastewater Treatment Plant for treatment. One meter sends the wastewater through the Broward County Force Main System to the Hollywood Collection System, the other goes directly to the Hollywood Collection System.

There are at least 5 private lift stations pumping into the system. These private systems may or may not be maintained properly.

SCOPE OF SERVICES

The scope of the project is to create an updated Wastewater Master Plan (WWMP) to identify, document and evaluate the Town's existing wastewater management system. The project will evaluate the existing force main network within the Town. The plan will identify existing Lift station and line conditions and capacities and analyze future needs. The WWMP will outline a systematic phased approach to achieve system reliability, system capacity, increased efficiency and identify the infrastructure required to achieve these goals

Detailed Scope is as follows:

I. Lift Station Evaluation

It has been more than 15 years since the lift stations were upgraded under the prior Master Plan Rehabilitation Project. CAS will conduct site visits at each Town lift stations and identify deficiencies of each station. A list of probable costs of construction will be provided within the report.

Task I Lump Sum Fee: \$71,700

II. Determine Existing and Future Flows of Lift station Collection Areas

Identify collection areas for lift stations added since the prior Master Plan. Information will be gathered regarding the flow of all lift station collection areas, verify densities, lot counts and comparing these flows to the monthly water billing records. CAS will evaluate the potential for future flows by utilizing existing land uses, future land uses, and existing plots. We will evaluate the potential for future flows within

the system in order to develop future flow characteristics. The data will be used in the modeling of the system to determine proposed improvements to the pipe network.

Collection systems will be evaluated to determine areas with inflow/infiltration (I/I) issues to prepare a recommendation of areas for further examination and repair of inflow/infiltration. Flow monitoring will be done in search of areas of where I/I are excessive and need to be completely evaluated and repaired.

Task II Lump Sum Fee: \$94,400

III. Evaluation of the Force Main System.

The force main system is mostly original and nearing the end of its useful life. CAS will evaluate the existing condition, capacity used and needed. We will make recommendations for repair, replacement, upsizing or rerouting where necessary.

Task III Lump Sum Fee: \$54,500

IV. System Modeling

- A. CAS will analyze the force main network utilizing computer flow model for both the existing and future conditions. The model will help identify any deficiencies within the pipe network.
- B. Will evaluate flows to both meter systems to ensure that conditions of the agreements will be met.

Task IV Lump Sum Fee: \$70,760

V. Update Sewer Atlas:

The existing Sewer Atlas has not been updated to show the entire system. CAS will use data to be supplied by the Town from building permit records and other sources to produce a new Sewer Atlas detailing Public and Private sewer gravity mains, lift stations, force mains, and sewer meters.

Task V Lump Sum Fee: \$21,500

VI. Data Collection and Evaluation:

- A. Meetings with Town staff to identify where observed issues with operation and maintenance of the wastewater collection system and to help prioritize issues to be addressed.
- B. Research existing data, permits, policies, regulations available including but not limited to, the Town of Pembroke Park, Broward County, and Florida Department of Environmental Protection (FDEP) where available.
- C. Field verify (visually, no survey) the wastewater system noting equipment and conditions.

Task VI Lump Sum Fee: \$27,050

VII. Updated Wastewater Master Plan Report

Produce comprehensive report per previously outlined scope of work including but not limited to:

- A. Existing wastewater infrastructure assessment.
- B. Hydraulic Models analyzing existing and proposed improvements to the wastewater system.
- C. Recommendations for upgrading wastewater infrastructure, inclusive of cost estimates as well as conceptual design for planning/budgeting purposes.
- D. Prioritization of Capital Improvement Projects.
- E. Identification of possible funding sources.
- F. Recommendation for modification of wastewater ordinances, policies on wastewater connection and enforcement.
- G. Deliverables:
Electronic copy of WWMP at the Draft and Final phases.
Two (2) hard copies of the WWMP at Draft and Final phases
Four (4) hard copies of full-size Updated Sewer Atlas Map

Task VII Lump Sum Fee: \$32,580

Total Wastewater Master Plan Fee: \$372,490

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES

TOWN OF PEMBROKE PARK

Geoffrey Jacobs, Mayor

Date

Town of Pembroke Park Development of an Updated Wastewater Master Plan; Proposal: 4349

Task	Senior Supervising Engineer (\$/Hour)	Project Manager (\$/Hour)	Project Engineer (\$/Hour)	Senior CADD Tech. (\$/Hour)	CADD Tech. (\$/Hour)	Senior Field Rep. (\$/Hour)	Professional Surveyor and Mapper (\$/Hour)	Survey Coordinator Manager (\$/Hour)	Survey Crew (2- Man) (\$/Hour)	Soft Dig (\$/Hour)	Total	Task Total
Existing Facilities	\$195	\$145	\$125	\$125	\$90	\$125	\$150	\$125	\$160	\$495		
IC. Lift Station Evaluation												
a) Survey LS (Top, Dia, Meas Down, Bottom (2HR/LS)				\$10,000			\$3,000	\$5,000	\$12,800		\$30,800.00	
b) Set Control				\$2,500					\$12,800		\$15,300.00	
c) Engineering 4 HR/LS field Evaluation	\$15,600					\$10,000					\$25,600.00	\$71,700.00
II. Determine Existing and Future Flows of Lift Station Collection Areas												
a) Lift Station Evaluation 8 Hrs/LS	\$15,600	\$11,600	\$20,000								\$47,200.00	
b) LS Future Flows	\$15,600	\$11,600	\$20,000								\$47,200.00	\$94,400.00
III. Evaluation of the Force Main System												
a) 100 PotHole Locates (Digs)										\$49,500	\$49,500.00	
b) Investigation						\$5,000					\$5,000.00	\$54,500.00
IV. System Modeling												
a) Model the flows on computer	\$29,250	\$14,500	\$18,750								\$62,500.00	
b) Evaluate flow to meter data	\$4,875	\$1,885	\$1,500								\$8,260.00	\$70,760.00
V. Update Sewer Atlas												
a) Update System Atlas				\$12,500	\$9,000						\$21,500.00	\$21,500.00
VI. Data Collection and Evaluation												
a) Meeting with town staff	\$1,950	\$725	\$625			\$1,250					\$4,550.00	
b) Research Existing data						\$7,500					\$7,500.00	
c) Field Verify (visual, no survey)						\$15,000					\$15,000.00	\$27,050.00
VII. Update Wastewater Master Plan												
a) Existing Wastewater Infrastructure assessment						\$2,500					\$2,500.00	
b) Hydraulic Model Analysis	\$7,800										\$7,800.00	
c) Recommendations for upgrade	\$7,800										\$7,800.00	
d) Prioritization of Capital Improvement Projects	\$3,900	\$1,450	\$1,250			\$5,000					\$11,600.00	
e) Identification of possible funding sources		\$580	\$500								\$1,080.00	
f) Recommendation for modification of wastewater Ordinance		\$580	\$500								\$1,080.00	
g) Deliverables: Electronic Copy of WWMP at the Draft and Final Phase					\$720						\$720.00	\$32,580.00
	\$102,375	\$42,920	\$63,125	\$25,000	\$9,720	\$46,250	\$3,000	\$5,000	\$25,600	\$49,500	\$372,490.00	
Hours	525	296	505	200	108	370	20	40	160	Lump Sum		

Inflation Rate Reference

[Historical Inflation Rates: 1914-2022 | US Inflation Calculator](#)

Prior Projects Sewer Master Plan

Project number: 9907485CP 9907485LS
Original Cost: \$123,940.00 \$84,580.00

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	Inflation												Yearly		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6	\$125,923.04	\$85,933.28
1999	1.7	1.6	1.7	2.3	2.1	2	2.1	2.3	2.6	2.6	2.6	2.7	2.2	\$128,693.35	\$87,823.81
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4	\$133,068.92	\$90,809.82
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8	\$136,794.85	\$93,352.50
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2	2.2	2.4	1.6	\$138,983.57	\$94,846.14
2003	2.6	3	3	2.2	2.1	2.1	2.1	2.2	2.3	2	1.8	1.9	2.3	\$142,180.19	\$97,027.60
2004	1.9	1.7	1.7	2.3	3.1	3.3	3	2.7	2.5	3.2	3.5	3.3	2.7	\$146,019.06	\$99,647.34
2005	3	3	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	\$150,983.70	\$103,035.35
2006	4	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2	2.5	3.2	\$155,815.18	\$106,332.48
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2	2.8	3.5	4.3	4.1	2.8	\$160,178.01	\$109,309.79
2008	4.3	4	4	3.9	4.2	5	5.6	5.4	4.9	3.7	1.1	0.1	3.8	\$166,264.77	\$113,463.57
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	\$165,599.71	\$113,009.71
2010	2.6	2.1	2.3	2.2	2	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	\$168,249.31	\$114,817.87
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3	3.2	\$173,633.29	\$118,492.04
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2	2.2	1.8	1.7	2.1	\$177,279.58	\$120,980.37
2013	1.6	2	1.5	1.1	1.4	1.8	2	1.5	1.2	1	1.2	1.5	1.5	\$179,938.78	\$122,795.08
2014	1.6	1.1	1.5	2	2.1	2.1	2	1.7	1.7	1.7	1.3	0.8	1.6	\$182,817.80	\$124,759.80
2015	-0.1	0	-0.1	-0.2	0	0.1	0.2	0.2	0	0.2	0.5	0.7	0.1	\$183,000.62	\$124,884.56
2016	1.4	1	0.9	1.1	1	1	0.8	1.1	1.5	1.6	1.7	2.1	1.3	\$185,379.62	\$126,508.06
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2	2.2	2.1	2.1	\$189,272.60	\$129,164.73
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	\$193,815.14	\$132,264.68
2019	1.6	1.5	1.9	2	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	\$197,303.81	\$134,645.44
2020	2.5	2.3	1.5	0.3	0.1	0.6	1	1.3	1.4	1.2	1.2	1.4	1.2	\$199,671.46	\$136,261.19
2021	1.4	1.7	2.6	4.2	5	5.4	5.4	5.3	5.4	6.2	6.8	7	7	\$213,648.46	\$145,799.47
2022	7.5	7.9	8.5	8.3	8.6	9.1	Avail. Aug 10						9	\$232,876.82	\$158,921.43

Total Adjusted for Inflation

\$391,798.25





































EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and David A. Howard (hereinafter referred to by name or as "Police Chief" and/or "Chief of Police").

WITNESSETH:

WHEREAS, the Town desires to employ David A. Howard as the Chief of Police for the Town of Pembroke Park, Florida; and

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

WHEREAS, David A. Howard desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

- A. The Town hereby hires and appoints David A. Howard as its Chief of Police under the terms established herein.
- B. The Town's employment of David A. Howard shall be effective as of August 1, 2022, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Police Chief an annual base salary of one hundred fifty-five thousand dollars (\$155,000.00), payable in equal installments at the same pay schedule as other Town employees are paid.
- B. After the first full year of this Agreement, should the general Town staff receive a cost-of-living increase, the Police Chief shall receive the same cost of living increase at the same time as the other staff.

- C. Police Chief shall prepare and submit periodic reports to the Town Commission and Town Manager relating to police matters upon request of the Town Commission and/or Town Manager.
- D. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Police Chief agrees to perform the following duties and functions to wit:
 - 1. *Devote his full time to the performance to his job as the Chief of Police and to perform any and all sworn duties set forth in the Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief and approved the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when request or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of both the Police Departments' equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
 - 9. *Maintaining the discipline of department personnel; the issued of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.*
 - 10. *Being responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
- B. The Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both parties agree and acknowledge that the Pembroke Park Police Department is a twenty four hours a day, seven days a week operation involving work of a serious, urgent, and sensitive nature. Further, that the duties of the Police Chief shall reasonably require the Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Police Chief may on occasion be

required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty four hours a day, seven days a week basis.

- D. The Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Police Chief.
- E. In the event the Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Police Chief the following related to his employment:

- A. The Town agrees to provide the Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town.
- B. Town shall provide the Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Police Chief as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Police Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a police administrator and as a department manager. As such, the Chief of Police shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

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

- A. The Police Chief shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Police Chief's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Chief of Police shall be paid for up to Four Hundred (400) hours of unused Vacation Leave at his then current annual salary.
- B. In addition to Vacation Leave, the Police Chief shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.
- C. The Chief of Police shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Chief of Police shall be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the general Town staff. The Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Chief of Police is required to work on a holiday due to a police emergency, he shall be entitled to observe that holiday on a subsequent date.

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

- A. The Town agrees to pay 100% of the Police Chief's dental and vision insurance and the Police Chief's long term disability insurance on the same terms as general employees. The Police Chief agrees at this time not to utilize the health insurance provided by The Town, but shall be entitled to should he require the coverage in the future.
- B. Life insurance for the Police Chief shall be provided in an amount equal to two (2) times the annual salary, up to \$300,000.00.
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Police Chief's expense.

Section 10. Retirement

The Town agrees to contribute 27.83% as stipulated by the Florida Retirement System "Special Risk" class of the Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

- A. The Police Chief shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Police Chief's employment with the Town at any time, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including 400 maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Police Chief's employment, the Town Commission agrees to pay the Police Chief a lump sum severance pay equal to the lesser of either twenty (20) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Police Chief shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.
- C. Termination "with just cause". In the event the Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the Police Chief's duties and responsibilities.
 - 2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 - 3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 5. The commission of any fraudulent act against the interest of the Town.
 6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
 7. Any other act of a similar nature of the same or greater seriousness.
- D. In the event Town terminates the employment of Police Chief "with just cause", as provided in Paragraph C above, then the Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Police Chief, then the Police Chief shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.
- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Police Chief, the Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from the date of such notice within which to cure the violation, otherwise, the Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than thirty (30) days prior to the effective date of the notice of termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the Town shall pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Police Chief pursuant to this Agreement. This subsection shall not prevent the Police

Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

- A. Town shall defend, save harmless, and indemnify the Police Chief against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Police Chief reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Police Chief committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Police Chief shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.
- B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as the Chief of Police, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Attorney's Fees

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

Section 16. Transparency

- A. Open Door Policy: The Police Chief shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Police Chief shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town.
- D. Right to Speak: The Police Chief shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 17. General Terms and Conditions

- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Chief of Police.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.
- F. Upon the Police Chief's death, the Town's obligations under this Agreement shall terminate except for:

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

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

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

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

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

Executed by the TOWN this _____ day of _____ 2022.

TOWN OF PEMBROKE PARK:

By: _____
Geoffrey Jacobs, Mayor

ATTEST:

By: _____
Juan C. Jimenez, Town Manager

Executed by the CHIEF OF POLICE this _____ day of _____ 2022.

By: _____
David A. Howard

Witnesses:

Signature

Print Name

Signature

Print Name

PEMBROKE PARK POLICE DEPARTMENT



3150 SW 52nd Avenue • Pembroke Park, Florida

Email: dhoward@tppfl.gov
Tel. 954.966.4600 • Fax 954.961.4760

TO: Town Commission

From: Chief Howard #001

SUBJ: Retroactive Pay for Mrs Joy Brown

DATE: 7/27/2022

Since October 2021, Joy Brown has been additionally tasked with many responsibilities within the newly created Police Department. However, she is still charged with work in her previous positions as Events Coordinator and the Administrative Assistant to the Town Commission.

In her many roles, Mrs. Brown has been working, on average, 20 additional hours per week to maintain a high level of service within her three current positions. I have taken this average of time and compiled the following payment:

Based on her previous annual salary of \$50,000 as the Events Coordinator and Administrative Assistant to the Commission, her hourly rate would be \$24.04.

I believe that Ms. Brown should receive retroactive pay which is currently \$21,155.20. This figure is based on \$24.04 per hour at 20 hours per week which is \$480.80. The Town is in it's 44th week for this fiscal year. I believe that Ms. Brown should continue to receive the additional compensation until the end of the fiscal year when the position for Events Coordinator and Administrative Assistant to the Commission is expected to be filled.

The cost for compensation would \$3,846.40 (\$961.60 per pay period for the four remaining pay periods). Total compensation for her additional duties would be approximately \$25,001.60 for fiscal year 2021-2022.

It is hoped that the Town will onboard a new Administrative Assistant/Events Coordinator by October 2022; however, Mrs. Brown will always be available to assist wherever her skills are required.

AGENDA ITEM REPORT



To:

Subject: Towing Ordinance

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Florida laws were changed in 2020 in regard to local government regulation of towing. Accordingly, the Town sections of the code dealing with towing must also be changed.

POLICY IMPLICATIONS:

Bring Town Code into compliance with new state law

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[2022-007 TOWING ORDINANCE](#)

	Status:
Christian Noel, Accounts Payable	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”; UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2020, the Florida Legislature enacted legislation which prohibits municipalities from imposing a fee or charge on an authorized wrecker operator; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, in order to reflect the changes to the law adopted by the Legislature in 2020, the Town must update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13. Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 is deleted in its entirety as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 13-7. —Payment of towing and storage fees prior to release of vehicle.

~~No vehicle impounded pursuant to section 13-6 shall be released therefrom until the charges for towing such vehicle into the authorized garage and storage charges have been paid. The charge for towing or removal of any such vehicle and storage charges shall be fixed by the Town Commission, such charges to be based upon a computation of all actual expenses entering into the current cost of such services. Such charge or charges shall be available for public inspection in the Town Hall.~~

* * *

Section 2. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES”. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES” is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

DIVISION 4. TOWING OF VEHICLES WITHIN TOWN AWAY ZONES

* * *

Sec. 25-57. Payment of charges prerequisite for release of vehicle.

~~No vehicle impounded in an authorized garage as herein provided shall be released therefrom until the charges for towing such vehicle into the garage, and storage charges have been paid.~~

* * *

Sec. 25-65. Town to maintain list, use only listed operators.

The Town may contract with one or more wrecker or towing companies to provide towing services to the Town. The Town shall maintain a rotation list with respect to the calling of wrecker or towing services as to traffic accidents or other towing requirements within the Town and shall call only those wrecker or towing services on such approved list.

Sec. 25-66. Qualifications for Town's rotation list for towing services.

The town manager shall approve to be placed on such list a wrecker or towing service which meets the following qualifications:

(a) Complies with all State (F.S. Ch. 715) and Broward County requirements (Broward County Ordinances, Chapter 20, Section 176, et seq.).

(b) The owner or president of the commercial wrecker service must have a commercial garage located within ten (10) miles of the town's jurisdictional limits, with such garage having a sufficient enclosed storage area, with a chain link fence constituting a sufficient enclosure, to store at least eighty (80) wrecked motor vehicles and at least six (6) indoor storage stalls with all of such storage area being contiguous to the garage.

(c) All tow trucks shall have the following equipment:

(1) The name of the establishment must be lettered in a professional manner on both sides of the vehicles (magnetic sign shall not be acceptable).

(2) There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched on a tow call. The rotating amber light will be used at the scene of the tow and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

(3) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

(4) Red lights and red reflectors shall be installed on the rear and rear sides.

(5) Dollies.

(6) At least one heavy duty push broom and shovel.

(7) Flood lights on hoist.

(8) One axe.

(9) One crowbar or prybar.

(10) Minimum of one four-pound CO 2 fire extinguisher or equal.

(11) One pair of blot cutters.

(12) One set of jumper cables.

(13) One four-way lug wrench.

(14) One flashlight.

(15) One set of red reflectors.

(16) One set of three portable reflectors.

(17) Five (5) thirty-minute fuses.

(18) Two (2) red flags at least one foot by one foot.

Towing classes shall be regulated under Broward County Code Chapter 20, Section 176, at section 20-176.12.

(d) The wrecker service owner shall meet all the requirements of the Florida Highway Patrol and the Florida Statutes in rendering service as required.

(e) All towing vehicles used shall be equipped with two-way radio communication system. The communication system shall be between the towing company's base station and all tow and service trucks utilized in providing police and town towing services.

(f) The service shall maintain, in favor of the town, such liability insurance as the town manager shall find necessary, taking into consideration the volume and type of services performed pursuant to this article by the service.

(g) The enclosed storage areas required in subsection (b) above shall be under the personal control at all times of an employee of the service or shall be securely locked, providing in any event that service shall be available to the public for inspection or retrieval of motor vehicles between the hours of 9:00 a.m. and 5:00 p.m. on each day, Monday through Saturday, excepting legal holidays as defined by the laws of the State of Florida.

(h) Operators of wreckers and towing vehicles utilized at accidents or picking up vehicles from the public rights-of-way shall be required to clean up the roadway of accident debris before transferring the vehicle(s) from the right-of-way to a storage lot.

Section 3. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS