



Town of Pembroke Park

Agenda

WORKSHOP COMMISSION MEETING
Wednesday, October 28, 2020 @ 6:00 PM
Virtual Meeting

Page

1. VIRTUAL INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Workshop Commission Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID-19)

WORKSHOP COMMISSION MEETING

Wednesday, October 28, 2020 6:00 PM - 11:00 PM

You can dial in using your phone.

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

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

Access Code: 115-757-525

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

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

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

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

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Credit card designation changed to the Town Manager and Finance Director Mr. Logan Saenc is interesting in assisting with the food forest.

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1. Commission Legislative Priorities - Town Manager Jimenez, Town Lobbyist

6.2.	Broward Sheriff's Office - Captain Coker BSO Report - September 2020	6 - 9
6.3.	Fire Department - Chief Kane Fire Report August Fire Report September	10 - 25
6.4.	Building Department Report - Interim Building Official Nunez Building Agenda Request Form - September 28th 2020 Building Memo Monthly September Report Building Monthly September Report	26 - 31
6.5.	Code Enforcement Monthly Report - Chief Code Enforcement Officer Louis Code Enforcement October Report	32 - 35
6.6.	Finance Report - Interim Finance Director Taubenfeld Bills Over \$500 Bills Over \$500 October28	36
6.7.	Business Tax Receipt and Billing Update - BTR Administrator Grooms Billing Division Monthly Report - Pdf BTR - Billing Report for Comm Oct 2020	37 - 43
6.8.	Waiver Request - Jan Studio - BTR Administrator Grooms Waiver Request - Jan Studio - Pdf Waiver Request - Jan Studio	44 - 50
6.9.	Public Services Monthly Report - Vice Mayor Clark, Interim Public Services Director Jacques PS Monthly Project Status Report	51 - 53
7.	INFORMATION TECHNOLOGY	
7.1.	Electrical work for the server room - IT Director Pakula Russell Electric MMJ Electric Inc IMPERIAL ELECTRIC Agenda Item Report - AIR-20-098 - Pdf	54 - 64
7.2.	Security Camera move for the server room - IT Director Pakula Agenda Item Report - AIR-20-099 - Pdf	65 - 69
7.3.	Construction for the server room - IT Director Pakula Agenda Item Report - AIR-20-100 - Pdf	70 - 71
7.4.	New Workstation - IT Director Pakula US QUOTE 3000070249677.1 Agenda Item Report - AIR-20-108 - Pdf	72 - 88
7.5.	Upgrade Backup System - IT Director Pakula CSPi Quote 0320-18956 5 with Services Vology 6568-Q5140317-81740 100720P Ardera Quote Barracuda Backup 690 Agenda Item Report - AIR-20-109 - Pdf	89 - 105

7.6.	West Law for in-house Attorney - IT Director Pakula Agenda Item Report - AIR-20-113 - Pdf	106 - 112
7.7.	Rewiring for the first to floors to the new server room - IT Director Pakula Agenda Item Report - AIR-20-116 - Pdf	113 - 130
7.8.	WIFI for the Townhall - IT Director Pakula Agenda Item Report - AIR-20-117 - Pdf	131 - 147
7.9.	Migration of old Servers and install new servers - IT Director Pakula Agenda Item Report - AIR-20-114 - Pdf	148 - 167
8.	PUBLIC SERVICES DEPARTMENT	
8.1.	Lake Patio setback variance - Vice Mayor Clark, Interim Public Services Director Jacques, Town Planner Miller	
8.2.	Property Standards - Vice Mayor Clark, Interim Public Services Director Jacques	
8.3.	Approval to award contract to replace main water line at Town Hall - Vice Mayor Clark, Interim Public Services Director Jacques PS Water Main Replacement Proposals	168 - 173
8.4.	Renovations for Public Services - Vice Mayor Clark, Interim Public Services Director Jacques PS 2nd Floor Final	174 - 175
9.	STAFF INFORMATION/DISCUSSION	
9.1.	Charter Review Board - Clerk Commissioner Jacobs, Town Attorney Anderson Charter FS 166.031 charter Charter Hallandale Beach	176 - 179
9.2.	Special Election Details - Vice Mayor Clark, Town Attorney Anderson, Deputy Town Clerk Martell Special Election Special Election cost	180 - 183
9.3.	Designation of Town Clerk - Clerk Commissioner Jacobs, Town Attorney Anderson, HR Director Menegazzo	
9.4.	Authorized to receive documents on behalf of the Town - Clerk Commissioner Jacobs, Town Attorney Anderson	
9.5.	Public Comments/Decorum/Civility - Town Attorney Anderson, Deputy Town Clerk Martell	
9.6.	Special Commission Meetings - Town Manager Jimenez, Town Attorney Anderson, Deputy Town Clerk Martell Oel Wingo 2	184 - 256
10.	NEW BUSINESS	
10.1.	Redistribution of all Commissioners' Duties - Clerk Commissioner Jacobs	
10.2.	Background Check - Vice Mayor Clark	

- 10.3. Property Standards - Vice Mayor Clark
- 10.4. Lawsuit Jacob's vs Town of Pembroke Park and Mayor Mohammed - Vice Mayor Clark
- 10.5. Amnesty Program - Mayor Mohammed
- 11. OLD BUSINESS
 - 11.1. Annexation - Vice Mayor Clark 257 - 271
[Agenda Item Report - AIR-20-120 - Pdf Annexation 202010](#)
 - 11.2. Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo 272 - 273
RESOLUTION NO. 2020-123
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING THE TOWN OF PEMBROKE PERSONNEL MANUAL**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-123 Personnel Manual](#)
 - 11.3. Code of Conduct Resolution - Mayor Mohammed, Town Attorney Anderson 274 - 281
RESOLUTION NO. 2020-090
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-090 REVISED 10 14 2020](#)
 - 11.4. Amending the Emergency Powers Ordinance - Mayor Mohammed, Town Attorney Anderson 282 - 297
ORDINANCE NO. 2020-007
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-007 REVISED Emergency Order 9 01 2020](#)
- 12. TOWN MANAGER COMMENTS
- 13. TOWN ATTORNEY COMMENTS
- 14. COMMISSIONER COMMENTS
Mayor Mohammed

Vice Mayor Clark
Clerk Commissioner Jacobs
Commissioner Cohen
Commissioner Dieuveille

15. ANNOUNCEMENTS

Tuesday, November 10th at 7:00 PM, Regular Commission Meeting
Monday, November 23rd, from 4:00 PM - 8:00 PM, Turkey Giveaway
Tuesday, November 24th at 6:00 PM, Workshop Meeting

16. 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.



Broward County Sheriff's Office

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

PEMBROKE PARK MONTHLY STATISTICS

CALLS FOR SERVICE: 565

A. NON 911 CALL	134
B. 911 CALL	314
C. MDT INITIATED CALL	001
D. FIELD INITIATED CALL	116

ACCIDENT INVESTIGATION: 32

A. MINOR ACCIDENT	28
B. ACCIDENT WITH INJURIES	04

CITATIONS/TRAFFIC STOPS:

A. CITATIONS	20
a. CRIMINAL	02
b. UNIFORM TRAFFIC	17
c. OTHER	01
B. TRAFFIC STOPS	40

ARRESTS:

CLASSIFICATION	TOTAL
AGG ASSAULT W/ DEADLY WEAPON- DOMESTIC VIOL	1
BATTERY-TOUCH OR STRIKE	1
DUI ALCOHOL OR DRUGS 1ST OFFENSE	1
LARC-GRAND THEFT 700 LESS THAN 5K DOLS	2
LEWD/LASCV CONDUCT BY PERSON 18 YOA OR OLDER	1
RESIST OFFICER-OBSTRUCT WO VIOLENCE	1
ROBBERY-NO FIREARM OR WEAPON	1
TOUCH OR STRIKE/BATTERY/DATING VIOL	1
VEH THEFT-GRAND THEFT OF MOTOR VEHICLE	3
WARRANT	1
GRAND TOTAL	13

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

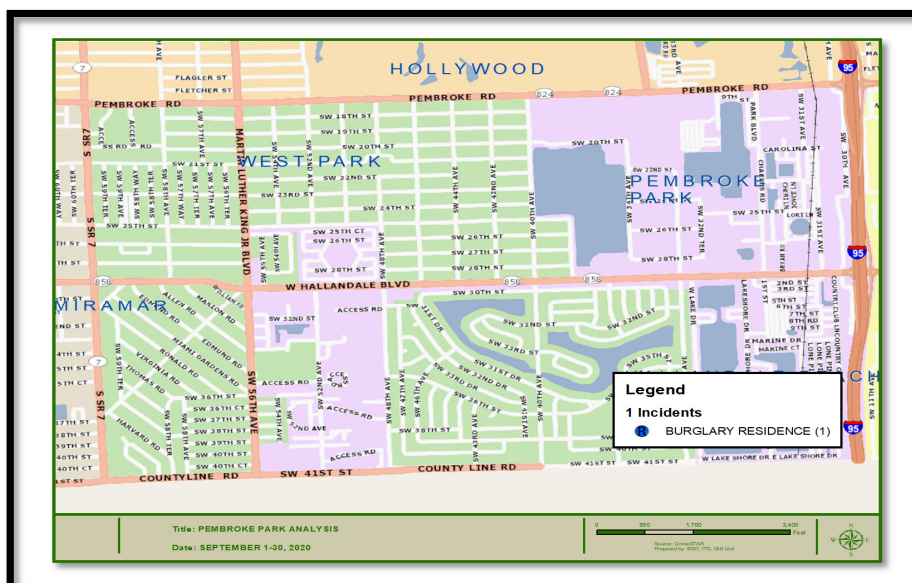


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PEMBROKE PARK MOBILE HOME ANALYSIS

SEPTEMBER 1-30, 2020



Mobile Home Community Crimes for the Month of September:

AUTO THEFTS - Other	0
RESIDENTIAL BURGLARIES	1
CONVEYANCE BURGLARIES	0
ROBBERIES	0

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

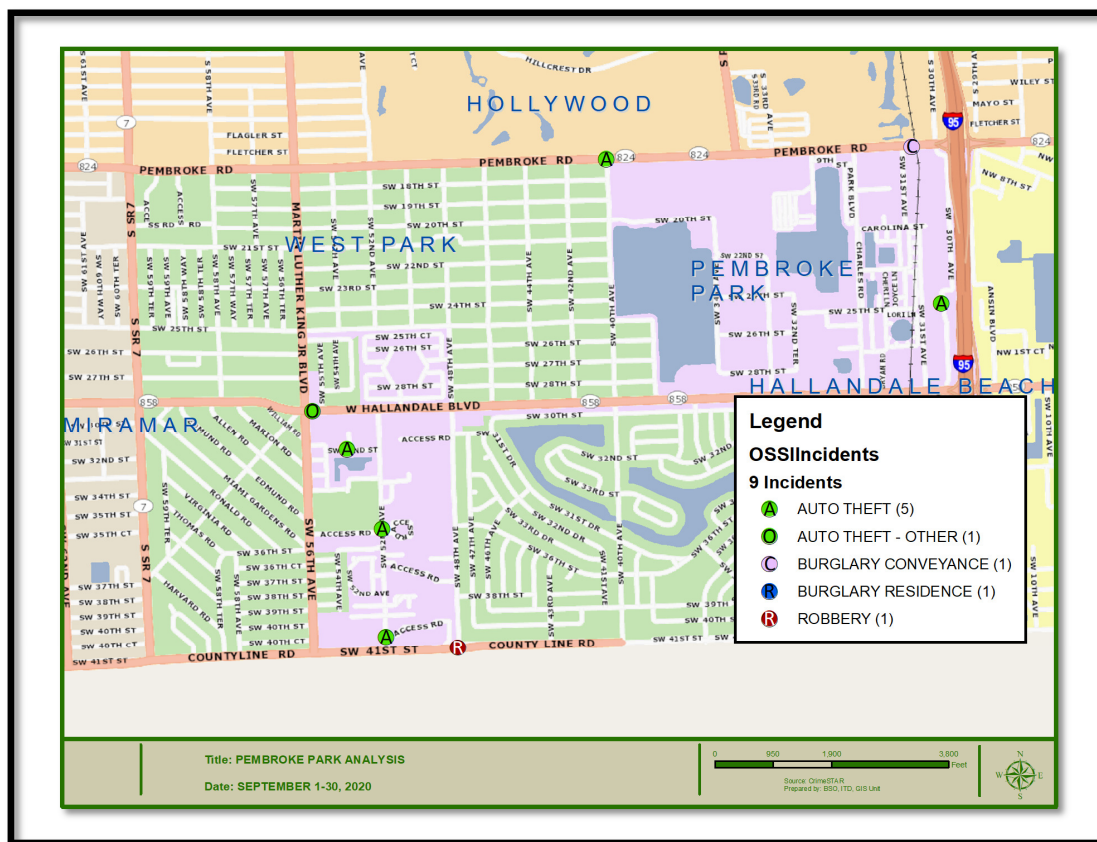


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PEMBROKE PARK ANALYSIS

September 1-30, 2020



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Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK ANALYSIS

September 1-30, 2020

CASE NUMBER	CLASSIFICATION	END DATE	DOW	ZONE	ADDRESS	CITY	NARRATIVE
192009000021	AUTO THEFT - OTHER	9/2/2020 3:01:00 AM	WED	1912	5551 W HALLANDALE BEACH BLVD	PEMBROKE PARK	KEYS LEFT IN VEHICLE AND VEHICLE STOLEN
192009000139	AUTO THEFT	9/6/2020 1:00:00 AM	SAT-SUN	1911	2500 SW 30TH AV	PEMBROKE PARK	VEHICLE STOLEN
192009000172	AUTO THEFT	9/9/2020 10:35:57 AM	TUE-WED	1912	3507 SW 52ND AV	PEMBROKE PARK	VEHICLE STOLEN
192009000242	ROBBERY	9/12/2020 9:15:55 PM	SAT	1912	4805 SW 41ST ST	PEMBROKE PARK	DOMESTIC RELATED ROBBERY
192009000366	AUTO THEFT	9/19/2020 11:53:02 PM	SAT	1911	3996 PEMBROKE RD	PEMBROKE PARK	VEHICLE STOLEN BY KNOWN SUBJECTS
192009000449	AUTO THEFT	9/24/2020 12:26:20 PM	UNK	1912	5409 SW 32ND ST	PEMBROKE PARK	VEHICLE STOLEN
192009000521	BURGLARY RESIDENCE	9/28/2020 1:26:23 PM	UNK	1911	312 LAKESHORE DR	PEMBROKE PARK	POSSIBLE BURGLARY
192009000524	BURGLARY CONVEYANCE	9/28/2020 2:42:44 PM	UNK	1911	3080 PEMBROKE RD	PEMBROKE PARK	STORAGE UNIT BURGLARIZED
192009000539	AUTO THEFT	9/29/2020 1:56:00 PM	MON-TUE	1912	4009 SW 52ND AV	PEMBROKE PARK	VEHICLE STOLEN

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

IncidentNumber	SignalDesc	City	Zone	CreateTime	DispatchTir
FPK20081200001064	MENTAL ILLNESS	PK	27A	8/12/2020	8/12/2020
FPK20082200001105	ELECTRICAL UTILITY FIRE	PK	27B	8/22/2020	8/22/2020
FPK20082400001119	ELECTRICAL UTILITY FIRE	PK	27B	8/24/2020	8/24/2020
FPK20082400001121	ELECTRICAL UTILITY FIRE	PK	27B	8/24/2020	8/24/2020
FPK20082300001111	GAS LEAK/GAS ODOR	PK	27B	8/23/2020	8/23/2020
FPK20082700001134	ODOR (STRANGE/UNKNOWN)	PK	27B	8/27/2020	8/27/2020
FPK20082200001109	SUICIDE ATTEMPT	PK	27B	8/22/2020	1/1/0001
FPK20082500001125	SUICIDE THREAT	PK	27B	8/25/2020	8/25/2020
FPK20081400001070	SHOOTING	PK	27A	8/14/2020	8/14/2020
FPK20081700001081	SHOOTING	PK	27A	8/17/2020	8/17/2020
FPK20082800001136	AIRCRAFT ALERT 3	PK	27B	8/28/2020	1/1/0001
FPK20080300001022	FIRE ALARM - COMMERCIAL STRUCTI	PK	27A	8/3/2020	8/3/2020
FPK20080300001023	FIRE ALARM - COMMERCIAL STRUCTI	PK	27B	8/3/2020	8/3/2020
FPK20080900001048	FIRE ALARM - COMMERCIAL STRUCTI	PK	27A	8/9/2020	8/9/2020
FPK20080900001052	FIRE ALARM - COMMERCIAL STRUCTI	PK	27A	8/9/2020	8/9/2020
FPK20081700001080	FIRE ALARM - COMMERCIAL STRUCTI	PK	27A	8/17/2020	8/17/2020
FPK20082600001128	FIRE ALARM - COMMERCIAL STRUCTI	PK	27A	8/26/2020	8/26/2020
FPK20080400001025	FIRE ALARM	PK	27A	8/4/2020	8/4/2020
FPK20080400001026	FIRE ALARM	PK	27B	8/4/2020	8/4/2020
FPK20080500001034	FIRE ALARM	PK	27B	8/5/2020	8/5/2020
FPK20080900001049	FIRE ALARM - HIGH LIFE HAZARD	PK	27A	8/9/2020	8/9/2020
FPK20080900001051	FIRE ALARM - HIGH LIFE HAZARD	PK	27A	8/9/2020	8/9/2020
FPK20081500001073	FIRE ALARM - MULTI-FAMILY	PK	27A	8/15/2020	8/15/2020
FPK20082800001137	FIRE ALARM - RESIDENTIAL	PK	27A	8/28/2020	8/28/2020
FPK20081700001082	ACCIDENT ROLLOVER OR EXTRICATIC	PK	27Y1	8/17/2020	8/17/2020
FPK20082100001103	ACCIDENT ROLLOVER OR EXTRICATIC	PK	27A	8/21/2020	8/21/2020
FPK20082400001122	ACCIDENT ROLLOVER OR EXTRICATIC	HW	27Y1	8/24/2020	8/24/2020
FPK20080100001003	ACCIDENT HIGHWAY	PK	27Y2	8/1/2020	8/1/2020
FPK20080100001005	ACCIDENT HIGHWAY	HW	27Y1	8/1/2020	8/1/2020
FPK20080200001014	ACCIDENT HIGHWAY	PK	27Y1	8/2/2020	8/2/2020
FPK20080200001015	ACCIDENT HIGHWAY	PK	27Y1	8/2/2020	1/1/0001
FPK20080200001016	ACCIDENT HIGHWAY	PK	27Y1	8/2/2020	8/2/2020
FPK20080200001017	ACCIDENT HIGHWAY	PK	27Y2	8/2/2020	8/2/2020
FPK20080200001018	ACCIDENT HIGHWAY	PK	27Y1	8/2/2020	8/2/2020
FPK20080200001019	ACCIDENT HIGHWAY	PK	27Y2	8/2/2020	8/2/2020
FPK20080400001029	ACCIDENT HIGHWAY	PK	27Y2	8/4/2020	8/4/2020
FPK20080500001035	ACCIDENT HIGHWAY	PK	27Y1	8/5/2020	8/5/2020
FPK20080600001037	ACCIDENT HIGHWAY	PK	27Y2	8/6/2020	8/6/2020
FPK20080600001038	ACCIDENT HIGHWAY	PK	27Y2	8/6/2020	8/6/2020
FPK20080700001041	ACCIDENT HIGHWAY	PK	27Y2	8/7/2020	8/7/2020
FPK20080700001042	ACCIDENT HIGHWAY	PK	27Y1	8/7/2020	8/7/2020
FPK20080700001045	ACCIDENT HIGHWAY	PK	27Y2	8/7/2020	8/7/2020
FPK20080900001053	ACCIDENT HIGHWAY	PK	27Y1	8/9/2020	8/9/2020

FPK20081300001066	ACCIDENT HIGHWAY	PK	27Y2	8/13/2020	8/13/2020
FPK20081400001071	ACCIDENT HIGHWAY	PK	27Y1	8/14/2020	8/14/2020
FPK20081500001075	ACCIDENT HIGHWAY	PK	27Y1	8/15/2020	8/15/2020
FPK20081500001076	ACCIDENT HIGHWAY	PK	27Y1	8/15/2020	8/15/2020
FPK20081900001093	ACCIDENT HIGHWAY	PK	27Y2	8/19/2020	8/19/2020
FPK20082300001112	ACCIDENT HIGHWAY	PK	27Y1	8/23/2020	8/23/2020
FPK20082300001117	ACCIDENT HIGHWAY	PK	27Y1	8/23/2020	8/23/2020
FPK20082600001130	ACCIDENT HIGHWAY	PK	27Y2	8/26/2020	8/26/2020
FPK20082800001140	ACCIDENT HIGHWAY	PK	27Y1	8/28/2020	8/28/2020
FPK20082900001144	ACCIDENT HIGHWAY	PK	27Y2	8/29/2020	8/29/2020
FPK20083000001152	ACCIDENT HIGHWAY	PK	27Y2	8/30/2020	8/30/2020
FPK20083100001156	ACCIDENT HIGHWAY	PK	27Y2	8/31/2020	8/31/2020
FPK20080200001012	ACCIDENT WITH INJURIES	PK	27A	8/2/2020	8/2/2020
FPK20080500001032	ACCIDENT WITH INJURIES	PK	27B	8/5/2020	8/5/2020
FPK20080600001036	ACCIDENT WITH INJURIES	PK	27Y2	8/6/2020	8/6/2020
FPK20080700001040	ACCIDENT WITH INJURIES	WP	27A	8/7/2020	8/7/2020
FPK20080700001044	ACCIDENT WITH INJURIES	PK	27Y1	8/7/2020	8/7/2020
FPK20081900001094	ACCIDENT WITH INJURIES	PK	27Y2	8/19/2020	8/19/2020
FPK20082100001102	ACCIDENT WITH INJURIES	PK	27B	8/21/2020	8/21/2020
FPK20082100001104	ACCIDENT WITH INJURIES	PK	27A	8/21/2020	8/21/2020
FPK20082700001133	ACCIDENT WITH INJURIES	HW	27B	8/27/2020	8/27/2020
FPK20082800001139	ACCIDENT WITH INJURIES	PK	27Y1	8/28/2020	8/28/2020
FPK20080600001039	ABDOMINAL PAIN	PK	27A	8/6/2020	8/6/2020
FPK20081000001060	ABDOMINAL PAIN	PK	27B	8/10/2020	8/10/2020
FPK20081100001061	ABDOMINAL PAIN	PK	27A	8/11/2020	8/11/2020
FPK20081800001086	ABDOMINAL PAIN	PK	27B	8/18/2020	8/18/2020
FPK20082700001132	ABDOMINAL PAIN	PK	27B	8/27/2020	8/27/2020
FPK20080800001047	CHEST PAINS NON-TRAUMATIC	PK	27A	8/8/2020	8/8/2020
FPK20083100001159	CHEST PAINS NON-TRAUMATIC	PK	27B	8/31/2020	8/31/2020
FPK20081800001085	CARDIAC/RESPIRATORY ARREST	PK	27B	8/18/2020	1/1/0001
FPK20080500001033	DIABETIC	PK	27A	8/5/2020	8/5/2020
FPK20082200001106	DIABETIC	PK	27A	8/22/2020	8/22/2020
FPK20081000001059	FALL NO INJURY	PK	27A	8/10/2020	8/10/2020
FPK20081300001065	FALL NO INJURY	PK	27B	8/13/2020	8/13/2020
FPK20080100001002	FALL INJURY	PK	27A	8/1/2020	8/1/2020
FPK20080100001004	FALL INJURY	PK	27A	8/1/2020	8/1/2020
FPK20080200001007	FALL INJURY	PK	27A	8/2/2020	8/2/2020
FPK20080500001031	FALL INJURY	PK	27A	8/5/2020	8/5/2020
FPK20080800001046	FALL INJURY	PK	27A	8/8/2020	8/8/2020
FPK20081800001089	FALL INJURY	PK	27A	8/18/2020	8/18/2020
FPK20081900001092	FALL INJURY	PK	27A	8/19/2020	8/19/2020
FPK20082000001099	FALL INJURY	PK	27A	8/20/2020	8/20/2020
FPK20082100001101	FALL INJURY	PK	27B	8/21/2020	8/21/2020
FPK20082600001126	FALL INJURY	PK	27A	8/26/2020	8/26/2020

FPK20082600001127	FALL INJURY	PK	27B	8/26/2020	8/26/2020
FPK20082700001135	FALL INJURY	PK	27A	8/27/2020	8/27/2020
FPK20082900001149	FALL INJURY	PK	27A	8/29/2020	8/29/2020
FPK20083000001154	FALL INJURY	PK	27B	8/30/2020	8/30/2020
FPK20083100001158	FALL INJURY	PK	27A	8/31/2020	8/31/2020
FPK20082900001148	HEMORRHAGE OR LACERATION	PK	27A	8/29/2020	8/29/2020
FPK20080900001050	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/9/2020	8/9/2020
FPK20082300001115	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/23/2020	8/23/2020
FPK20082500001124	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/25/2020	8/25/2020
FPK20082900001147	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/29/2020	8/29/2020
FPK20082900001150	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/29/2020	8/29/2020
FPK20083100001155	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	8/31/2020	8/31/2020
FPK20080300001020	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/3/2020	8/3/2020
FPK20080700001043	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/7/2020	8/7/2020
FPK20081000001056	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/10/2020	8/10/2020
FPK20081000001057	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/10/2020	8/10/2020
FPK20081100001062	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/11/2020	8/11/2020
FPK20081400001072	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/14/2020	8/14/2020
FPK20081500001074	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27B	8/15/2020	8/15/2020
FPK20081600001078	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/16/2020	8/16/2020
FPK20081800001087	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/18/2020	8/18/2020
FPK20082400001123	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/24/2020	8/24/2020
FPK20082900001145	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	8/29/2020	8/29/2020
FPK20083100001157	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27B	8/31/2020	8/31/2020
FPK20080200001011	INFECTIOUS DISEASE DELTA LEVEL	PK	27A	8/2/2020	8/2/2020
FPK20081000001055	INFECTIOUS DISEASE DELTA LEVEL	PK	27A	8/10/2020	8/10/2020
FPK20081700001079	INFECTIOUS DISEASE DELTA LEVEL	PK	27B	8/17/2020	8/17/2020
FPK20082300001116	INFECTIOUS DISEASE DELTA LEVEL	PK	27A	8/23/2020	8/23/2020
FPK20080200001008	UNCONSCIOUS OR FAINTING	PK	27A	8/2/2020	8/2/2020
FPK20080200001013	UNCONSCIOUS OR FAINTING	PK	27A	8/2/2020	8/2/2020
FPK20081300001067	UNCONSCIOUS OR FAINTING	PK	27B	8/13/2020	8/13/2020
FPK20081500001077	UNCONSCIOUS OR FAINTING	PK	27A	8/15/2020	8/15/2020
FPK20082000001097	UNCONSCIOUS OR FAINTING	WP	27A	8/20/2020	8/20/2020
FPK20082200001108	UNCONSCIOUS OR FAINTING	PK	27A	8/22/2020	8/22/2020
FPK20082300001114	UNCONSCIOUS OR FAINTING	PK	27A	8/23/2020	8/23/2020
FPK20082600001129	UNCONSCIOUS OR FAINTING	PK	27A	8/26/2020	8/26/2020
FPK20083100001160	UNCONSCIOUS OR FAINTING	PK	27B	8/31/2020	8/31/2020
FPK20080300001024	SICK PERSON	PK	27A	8/3/2020	8/3/2020
FPK20080400001027	SICK PERSON	PK	27A	8/4/2020	8/4/2020
FPK20080400001028	SICK PERSON	PK	27A	8/4/2020	8/4/2020
FPK20081400001069	SICK PERSON	PK	27A	8/14/2020	8/14/2020
FPK20081800001090	SICK PERSON	PK	27A	8/18/2020	8/18/2020
FPK20082000001095	SICK PERSON	PK	27A	8/20/2020	8/20/2020
FPK20082000001098	SICK PERSON	PK	27A	8/20/2020	8/20/2020

FPK20082100001100	SICK PERSON	PK	27B	8/21/2020	8/21/2020
FPK20082400001120	SICK PERSON	PK	27A	8/24/2020	8/24/2020
FPK20082600001131	SICK PERSON	PK	27A	8/26/2020	8/26/2020
FPK20082900001143	SICK PERSON	PK	27A	8/29/2020	8/29/2020
FPK20083000001151	SICK PERSON	PK	27A	8/30/2020	8/30/2020
FPK20083000001153	SICK PERSON	PK	27A	8/30/2020	8/30/2020
FPK20080500001030	TROUBLE BREATHING	PK	27B	8/5/2020	8/5/2020
FPK20081000001054	TROUBLE BREATHING	PK	27A	8/10/2020	8/10/2020
FPK20081000001058	TROUBLE BREATHING	PK	27A	8/10/2020	8/10/2020
FPK20082200001107	TROUBLE BREATHING	PK	27A	8/22/2020	8/22/2020
FPK20082200001110	TROUBLE BREATHING	PK	27A	8/22/2020	8/22/2020
FPK20082300001113	TROUBLE BREATHING	PK	27A	8/23/2020	8/23/2020
FPK20082800001138	TROUBLE BREATHING	PK	27A	8/28/2020	8/28/2020
FPK20082900001142	TROUBLE BREATHING	PK	27A	8/29/2020	8/29/2020
FPK20083100001161	TROUBLE BREATHING	PK	27A	8/31/2020	8/31/2020
FPK20080100001006	UNKNOWN MEDICAL	PK	27A	8/1/2020	8/1/2020
FPK20080200001010	UNKNOWN MEDICAL	PK	27A	8/2/2020	8/2/2020
FPK20081200001063	UNKNOWN MEDICAL	PK	27B	8/12/2020	8/12/2020
FPK20081800001084	UNKNOWN MEDICAL	PK	27B	8/18/2020	8/18/2020
FPK20081800001088	UNKNOWN MEDICAL	PK	27B	8/18/2020	8/18/2020
FPK20082400001118	UNKNOWN MEDICAL	PK	27Y1	8/24/2020	8/24/2020
FPK20082900001141	UNKNOWN MEDICAL	PK	27Y2	8/29/2020	8/29/2020
FPK20080200001009	FIRE OR MEDICAL SERVICE CALL	PK	27A	8/2/2020	8/2/2020
FPK20080300001021	FIRE OR MEDICAL SERVICE CALL	PK	27B	8/3/2020	8/3/2020
FPK20081400001068	FIRE OR MEDICAL SERVICE CALL	PK	27B	8/14/2020	8/14/2020
FPK20081800001083	FIRE OR MEDICAL SERVICE CALL	PK	27A	8/18/2020	8/18/2020
FPK20081900001091	FIRE OR MEDICAL SERVICE CALL	PK	27A	8/19/2020	8/19/2020
FPK20082000001096	FIRE OR MEDICAL SERVICE CALL	PK	27B	8/20/2020	8/20/2020
FPK20082900001146	FIRE OR MEDICAL SERVICE CALL	PK	27A	8/29/2020	8/29/2020

FIRE	5
MEDICAL	94
VEH ACCIDENT	41
SERVICE CALL	7
ALARM	13
TOTAL	160

ArrivalTime	ClosedTime	Priority	Signal
8/12/2020	8/12/2020	4	S20
8/22/2020	8/22/2020	2	S25EH
8/24/2020	8/24/2020	2	S25EH
8/24/2020	8/24/2020	2	S25EH
8/23/2020	8/23/2020	1	S25GL
8/27/2020	8/27/2020	4	S25OR
1/1/0001	8/22/2020	2	S32
1/1/0001	8/25/2020	3	S32T
8/14/2020	8/14/2020	1	S33
8/17/2020	8/17/2020	1	S33
1/1/0001	8/28/2020	4	S453
8/3/2020	8/3/2020	3	S49CF
8/3/2020	8/3/2020	3	S49CF
8/9/2020	8/9/2020	3	S49CF
1/1/0001	8/9/2020	3	S49CF
8/17/2020	8/17/2020	3	S49CF
8/26/2020	8/26/2020	3	S49CF
8/4/2020	8/4/2020	3	S49F
8/4/2020	8/4/2020	3	S49F
8/5/2020	8/5/2020	3	S49F
8/9/2020	8/9/2020	3	S49HH
8/9/2020	8/9/2020	3	S49HH
8/15/2020	8/15/2020	3	S49MF
1/1/0001	8/28/2020	3	S49RS
1/1/0001	8/17/2020	1	S4E
8/21/2020	8/21/2020	1	S4E
8/24/2020	8/24/2020	1	S4E
8/1/2020	8/1/2020	2	S4H
8/1/2020	8/1/2020	2	S4H
1/1/0001	8/2/2020	2	S4H
1/1/0001	8/2/2020	2	S4H
8/2/2020	8/2/2020	2	S4H
1/1/0001	8/2/2020	2	S4H
8/2/2020	8/2/2020	2	S4H
8/2/2020	8/3/2020	2	S4H
8/4/2020	8/4/2020	2	S4H
8/5/2020	8/5/2020	2	S4H
1/1/0001	8/6/2020	2	S4H
1/1/0001	8/6/2020	2	S4H
8/7/2020	8/7/2020	2	S4H
8/7/2020	8/7/2020	2	S4H
8/7/2020	8/8/2020	2	S4H
8/9/2020	8/9/2020	2	S4H

8/13/2020	8/13/2020	2	S4H
8/14/2020	8/14/2020	2	S4H
8/15/2020	8/15/2020	2	S4H
1/1/0001	8/15/2020	2	S4H
8/19/2020	8/19/2020	2	S4H
8/23/2020	8/23/2020	2	S4H
8/23/2020	8/23/2020	2	S4H
1/1/0001	8/26/2020	2	S4H
8/28/2020	8/28/2020	2	S4H
8/29/2020	8/29/2020	2	S4H
1/1/0001	8/30/2020	2	S4H
8/31/2020	8/31/2020	2	S4H
8/2/2020	8/2/2020	2	S4I
8/5/2020	8/5/2020	2	S4I
8/6/2020	8/6/2020	2	S4I
8/7/2020	8/7/2020	2	S4I
8/7/2020	8/7/2020	2	S4I
1/1/0001	8/19/2020	2	S4I
8/21/2020	8/21/2020	2	S4I
8/21/2020	8/21/2020	2	S4I
8/27/2020	8/27/2020	2	S4I
8/28/2020	8/28/2020	2	S4I
8/6/2020	8/6/2020	2	S67AP
8/10/2020	8/10/2020	2	S67AP
8/11/2020	8/11/2020	2	S67AP
8/18/2020	8/18/2020	2	S67AP
8/27/2020	8/27/2020	2	S67AP
8/8/2020	8/8/2020	1	S67CP
8/31/2020	8/31/2020	1	S67CP
1/1/0001	8/18/2020	1	S67CR
8/5/2020	8/5/2020	2	S67DB
8/22/2020	8/22/2020	2	S67DB
8/10/2020	8/10/2020	4	S67F
8/13/2020	8/13/2020	4	S67F
8/1/2020	8/1/2020	3	S67FI
8/1/2020	8/1/2020	3	S67FI
8/2/2020	8/2/2020	3	S67FI
8/5/2020	8/5/2020	3	S67FI
8/8/2020	8/8/2020	3	S67FI
8/18/2020	8/18/2020	3	S67FI
8/19/2020	8/19/2020	3	S67FI
8/20/2020	8/20/2020	3	S67FI
8/21/2020	8/21/2020	3	S67FI
8/26/2020	8/26/2020	3	S67FI

8/26/2020	8/26/2020	3	S67FI
8/27/2020	8/27/2020	3	S67FI
8/29/2020	8/29/2020	3	S67FI
8/30/2020	8/31/2020	3	S67FI
8/31/2020	8/31/2020	3	S67FI
8/29/2020	8/29/2020	2	S67HM
8/9/2020	8/9/2020	2	S67IDA
8/23/2020	8/23/2020	2	S67IDA
8/25/2020	8/25/2020	2	S67IDA
8/29/2020	8/29/2020	2	S67IDA
8/29/2020	8/29/2020	2	S67IDA
8/31/2020	8/31/2020	2	S67IDA
8/3/2020	8/3/2020	1	S67IDC
8/7/2020	8/7/2020	1	S67IDC
8/10/2020	8/10/2020	1	S67IDC
8/10/2020	8/10/2020	1	S67IDC
8/11/2020	8/11/2020	1	S67IDC
8/14/2020	8/14/2020	1	S67IDC
8/15/2020	8/15/2020	1	S67IDC
8/16/2020	8/16/2020	1	S67IDC
8/18/2020	8/18/2020	1	S67IDC
8/24/2020	8/24/2020	1	S67IDC
8/29/2020	8/29/2020	1	S67IDC
8/31/2020	8/31/2020	1	S67IDC
8/2/2020	8/2/2020	1	S67IDD
8/10/2020	8/10/2020	1	S67IDD
8/17/2020	8/17/2020	1	S67IDD
8/23/2020	8/23/2020	1	S67IDD
8/2/2020	8/2/2020	1	S67PO
8/2/2020	8/2/2020	1	S67PO
8/13/2020	8/13/2020	1	S67PO
8/15/2020	8/15/2020	1	S67PO
8/20/2020	8/20/2020	1	S67PO
8/22/2020	8/22/2020	1	S67PO
8/23/2020	8/23/2020	1	S67PO
8/26/2020	8/26/2020	1	S67PO
8/31/2020	8/31/2020	1	S67PO
1/1/0001	8/3/2020	4	S67SP
1/1/0001	8/4/2020	4	S67SP
8/4/2020	8/4/2020	4	S67SP
8/14/2020	8/14/2020	4	S67SP
8/18/2020	8/18/2020	4	S67SP
8/20/2020	8/20/2020	4	S67SP
8/20/2020	8/20/2020	4	S67SP

8/21/2020	8/21/2020	4	S67SP
8/24/2020	8/24/2020	4	S67SP
8/26/2020	8/26/2020	4	S67SP
8/29/2020	8/29/2020	4	S67SP
1/1/0001	8/30/2020	4	S67SP
8/30/2020	8/30/2020	4	S67SP
8/5/2020	8/5/2020	2	S67TB
8/10/2020	8/10/2020	2	S67TB
8/10/2020	8/10/2020	2	S67TB
8/22/2020	8/22/2020	2	S67TB
8/22/2020	8/22/2020	2	S67TB
8/23/2020	8/23/2020	2	S67TB
8/28/2020	8/28/2020	2	S67TB
8/29/2020	8/29/2020	2	S67TB
8/31/2020	8/31/2020	2	S67TB
8/1/2020	8/1/2020	3	S67UM
8/2/2020	8/2/2020	3	S67UM
8/12/2020	8/12/2020	3	S67UM
8/18/2020	8/18/2020	3	S67UM
8/18/2020	8/18/2020	3	S67UM
8/24/2020	8/24/2020	3	S67UM
1/1/0001	8/29/2020	3	S67UM
8/2/2020	8/2/2020	4	S68
8/3/2020	8/3/2020	4	S68
8/14/2020	8/14/2020	4	S68
8/18/2020	8/18/2020	4	S68
8/19/2020	8/19/2020	4	S68
8/20/2020	8/20/2020	4	S68
8/29/2020	8/29/2020	4	S68

IncidentNumber	SignalDesc	City	Zone	CreateTime
FPK20090900001210	MENTAL ILLNESS	PK	27B	9/9/2020
FPK20090900001212	MENTAL ILLNESS	PK	27B	9/9/2020
FPK20091300001240	ELECTRICAL UTILITY FIRE	PK	27B	9/13/2020
FPK20091900001264	FUEL SPILL/FUEL ODOR LAND	PK	27B	9/19/2020
FPK20090400001179	OUTSIDE FIRE	PK	27Y2	9/4/2020
FPK20091300001241	OUTSIDE FIRE	PK	27B	9/13/2020
FPK20090400001180	ANY FIRE NOT OTHERWISE CATEGORIZED	PK	27Y2	9/4/2020
FPK20091500001245	VEHICLE FIRE	PK	27Y1	9/15/2020
FPK20091500001246	VEHICLE FIRE	PK	27B	9/15/2020
FPK20091000001218	ASSAULT	PK	27A	9/10/2020
FPK20092400001285	ASSAULT	PK	27A	9/24/2020
FPK20092800001307	ASSAULT	PK	27B	9/28/2020
FPK20092300001280	SUICIDE ATTEMPT	PK	27A	9/23/2020
FPK20091000001215	SUICIDE THREAT	PK	27B	9/10/2020
FPK20092000001271	SUICIDE THREAT	PK	27B	9/20/2020
FPK20091500001252	SHOOTING	PK	27Y1	9/15/2020
FPK20092100001272	SHOOTING	PK	27B	9/21/2020
FPK20090100001165	SEXUAL BATTERY	PK	27A	9/1/2020
FPK20092400001283	HIT AND RUN WITH INJURIES	PK	27Y2	9/24/2020
FPK20090300001170	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	9/3/2020
FPK20091100001227	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	9/11/2020
FPK20091500001247	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	9/15/2020
FPK20092200001276	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	9/22/2020
FPK20092900001309	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	9/29/2020
FPK20092900001308	FIRE ALARM - HIGH LIFE HAZARD	PK	27A	9/29/2020
FPK20090300001172	MEDICAL ALARM	PK	27B	9/3/2020
FPK20090700001198	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y1	9/7/2020
FPK20091200001237	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y2	9/12/2020
FPK20091600001255	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y2	9/16/2020
FPK20091900001267	ACCIDENT ROLLOVER OR EXTRICATION	PK	27Y1	9/19/2020
FPK20090300001168	ACCIDENT HIGHWAY	PK	27Y1	9/3/2020
FPK20090400001175	ACCIDENT HIGHWAY	PK	27Y2	9/4/2020
FPK20090400001177	ACCIDENT HIGHWAY	PK	27Y2	9/4/2020
FPK20090400001178	ACCIDENT HIGHWAY	PK	27Y2	9/4/2020
FPK20090500001182	ACCIDENT HIGHWAY	PK	27Y1	9/5/2020
FPK20090500001183	ACCIDENT HIGHWAY	PK	27Y1	9/5/2020
FPK20090500001184	ACCIDENT HIGHWAY	PK	27Y2	9/5/2020
FPK20090500001185	ACCIDENT HIGHWAY	PK	27Y1	9/5/2020
FPK20090600001188	ACCIDENT HIGHWAY	PK	27Y1	9/6/2020
FPK20090600001190	ACCIDENT HIGHWAY	PK	27Y1	9/6/2020
FPK20090600001191	ACCIDENT HIGHWAY	PK	27Y1	9/6/2020
FPK20090600001193	ACCIDENT HIGHWAY	PK	27Y1	9/6/2020
FPK20090600001194	ACCIDENT HIGHWAY	PK	27Y2	9/6/2020

FPK20090700001195	ACCIDENT HIGHWAY	PK	27Y2	9/7/2020
FPK20090700001196	ACCIDENT HIGHWAY	PK	27Y2	9/7/2020
FPK20090700001200	ACCIDENT HIGHWAY	PK	27Y2	9/7/2020
FPK20090700001201	ACCIDENT HIGHWAY	PK	27Y1	9/7/2020
FPK20090800001203	ACCIDENT HIGHWAY	PK	27Y1	9/8/2020
FPK20090800001204	ACCIDENT HIGHWAY	PK	27Y2	9/8/2020
FPK20090900001211	ACCIDENT HIGHWAY	PK	27Y2	9/9/2020
FPK20091000001216	ACCIDENT HIGHWAY	PK	27Y1	9/10/2020
FPK20091000001219	ACCIDENT HIGHWAY	PK	27Y2	9/10/2020
FPK20091000001220	ACCIDENT HIGHWAY	PK	27Y2	9/10/2020
FPK20091100001223	ACCIDENT HIGHWAY	PK	27Y1	9/11/2020
FPK20091100001229	ACCIDENT HIGHWAY	PK	27Y1	9/11/2020
FPK20091200001231	ACCIDENT HIGHWAY	PK	27Y1	9/12/2020
FPK20091200001232	ACCIDENT HIGHWAY	PK	27Y2	9/12/2020
FPK20091400001242	ACCIDENT HIGHWAY	PK	27Y1	9/14/2020
FPK20091500001248	ACCIDENT HIGHWAY	PK	27Y2	9/15/2020
FPK20091500001249	ACCIDENT HIGHWAY	PK	27Y1	9/15/2020
FPK20091500001250	ACCIDENT HIGHWAY	PK	27Y1	9/15/2020
FPK20091600001256	ACCIDENT HIGHWAY	PK	27Y2	9/16/2020
FPK20091900001266	ACCIDENT HIGHWAY	PK	27Y1	9/19/2020
FPK20091900001268	ACCIDENT HIGHWAY	PK	27Y1	9/19/2020
FPK20092400001287	ACCIDENT HIGHWAY	PK	27Y2	9/24/2020
FPK20092400001288	ACCIDENT HIGHWAY	PK	27Y2	9/24/2020
FPK20092500001290	ACCIDENT HIGHWAY	PK	27Y1	9/25/2020
FPK20092700001296	ACCIDENT HIGHWAY	PK	27Y2	9/27/2020
FPK20092700001297	ACCIDENT HIGHWAY	PK	27Y1	9/27/2020
FPK20092800001303	ACCIDENT HIGHWAY	HW	27Y1	9/28/2020
FPK20090400001176	ACCIDENT WITH INJURIES	PK	27Y2	9/4/2020
FPK20090600001189	ACCIDENT WITH INJURIES	PK	27Y1	9/6/2020
FPK20090700001199	ACCIDENT WITH INJURIES	PK	27Y2	9/7/2020
FPK20090800001207	ACCIDENT WITH INJURIES	PK	27B	9/8/2020
FPK20090900001208	ACCIDENT WITH INJURIES	PK	27B	9/9/2020
FPK20090900001213	ACCIDENT WITH INJURIES	PK	27Y1	9/9/2020
FPK20091100001224	ACCIDENT WITH INJURIES	PK	27B	9/11/2020
FPK20091200001233	ACCIDENT WITH INJURIES	PK	27Y1	9/12/2020
FPK20091500001251	ACCIDENT WITH INJURIES	PK	27Y1	9/15/2020
FPK20092300001281	ACCIDENT WITH INJURIES	PK	27B	9/23/2020
FPK20092600001291	ACCIDENT WITH INJURIES	PK	27B	9/26/2020
FPK20092600001295	ACCIDENT WITH INJURIES	PK	27Y2	9/26/2020
FPK20092700001301	ACCIDENT WITH INJURIES	PK	27Y1	9/27/2020
FPK20090400001173	CHEST PAINS NON-TRAUMATIC	PK	27A	9/4/2020
FPK20091400001243	CHEST PAINS NON-TRAUMATIC	PK	27A	9/14/2020
FPK20092200001277	CHEST PAINS NON-TRAUMATIC	PK	27B	9/22/2020
FPK20091600001253	CARDIAC/RESPIRATORY ARREST	PK	27B	9/16/2020

FPK20092600001293	CARDIAC/RESPIRATORY ARREST	PK	27B	9/26/2020
FPK20090300001171	EXPOSURE HEAT OR COLD	PK	27A	9/3/2020
FPK20090600001186	EXPOSURE HEAT OR COLD	PK	27B	9/6/2020
FPK20090900001209	FALL INJURY	PK	27B	9/9/2020
FPK20091000001217	FALL INJURY	PK	27A	9/10/2020
FPK20091100001225	FALL INJURY	PK	27B	9/11/2020
FPK20091200001234	FALL INJURY	PK	27B	9/12/2020
FPK20091200001235	FALL INJURY	PK	27A	9/12/2020
FPK20091200001236	FALL INJURY	PK	27B	9/12/2020
FPK20091600001257	FALL INJURY	PK	27A	9/16/2020
FPK20091800001262	FALL INJURY	PK	27A	9/18/2020
FPK20091800001263	FALL INJURY	PK	27A	9/18/2020
FPK20092000001270	FALL INJURY	PK	27B	9/20/2020
FPK20092200001275	FALL INJURY	PK	27B	9/22/2020
FPK20092300001278	FALL INJURY	PK	27B	9/23/2020
FPK20092600001292	FALL INJURY	PK	27A	9/26/2020
FPK20092600001294	FALL INJURY	PK	27A	9/26/2020
FPK20092800001306	FALL INJURY	PK	27A	9/28/2020
FPK20091600001254	HEMORRHAGE OR LACERATION	PK	27B	9/16/2020
FPK20092000001269	HEART PROBLEMS	PK	27A	9/20/2020
FPK20090600001192	INFECTIOUS DISEASE ALPHA LEVEL	PK	27A	9/6/2020
FPK20091700001260	INFECTIOUS DISEASE ALPHA LEVEL	PK	27B	9/17/2020
FPK20092700001302	INFECTIOUS DISEASE ALPHA LEVEL	PK	27B	9/27/2020
FPK20090300001169	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	9/3/2020
FPK20091100001222	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27A	9/11/2020
FPK20091300001239	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27B	9/13/2020
FPK20092300001279	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27B	9/23/2020
FPK20092800001305	INFECTIOUS DISEASE CHARLIE LEVEL	PK	27B	9/28/2020
FPK20091800001261	INFECTIOUS DISEASE DELTA LEVEL	PK	27B	9/18/2020
FPK20091100001226	INJURY	PK	27B	9/11/2020
FPK20093000001311	INJURY	PK	27Y2	9/30/2020
FPK20090400001174	UNCONSCIOUS OR FAINTING	PK	27A	9/4/2020
FPK20090700001202	UNCONSCIOUS OR FAINTING	PK	27A	9/7/2020
FPK20090800001205	UNCONSCIOUS OR FAINTING	PK	27A	9/8/2020
FPK20090800001206	UNCONSCIOUS OR FAINTING	PK	27A	9/8/2020
FPK20091100001230	UNCONSCIOUS OR FAINTING	PK	27A	9/11/2020
FPK20091500001244	UNCONSCIOUS OR FAINTING	PK	27A	9/15/2020
FPK20091900001265	UNCONSCIOUS OR FAINTING	PK	27A	9/19/2020
FPK20092400001282	UNCONSCIOUS OR FAINTING	PK	27A	9/24/2020
FPK20092700001299	UNCONSCIOUS OR FAINTING	PK	27A	9/27/2020
FPK20090100001164	SICK PERSON	PK	27A	9/1/2020
FPK20090200001166	SICK PERSON	PK	27B	9/2/2020
FPK20090200001167	SICK PERSON	PK	27B	9/2/2020
FPK20090900001214	SICK PERSON	PK	27B	9/9/2020

FPK20092400001286	SICK PERSON	PK	27A	9/24/2020
FPK20091000001221	STROKE	PK	27B	9/10/2020
FPK20092400001284	STROKE	PK	27B	9/24/2020
FPK20092800001304	SEIZURE	PK	27A	9/28/2020
FPK20092900001310	SEIZURE	PK	27B	9/29/2020
FPK20090700001197	TROUBLE BREATHING	PK	27A	9/7/2020
FPK20091100001228	TROUBLE BREATHING	PK	27B	9/11/2020
FPK20091300001238	TROUBLE BREATHING	PK	27A	9/13/2020
FPK20092700001298	TROUBLE BREATHING	PK	27A	9/27/2020
FPK20090600001187	UNKNOWN MEDICAL	WP	27A	9/6/2020
FPK20092500001289	UNKNOWN MEDICAL	PK	27A	9/25/2020
FPK20092700001300	UNKNOWN MEDICAL	PK	27Y2	9/27/2020
FPK20090100001162	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/1/2020
FPK20090100001163	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/1/2020
FPK20090500001181	FIRE OR MEDICAL SERVICE CALL	PK	27A	9/5/2020
FPK20091700001258	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/17/2020
FPK20091700001259	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/17/2020
FPK20092200001273	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/22/2020
FPK20092200001274	FIRE OR MEDICAL SERVICE CALL	PK	27B	9/22/2020
FIRE		7		
MEDICAL		71		
VEH ACCIDENT		58		
SERVICE CALL		7		
ALARMS		7		
TOTAL		150		

DispatchTir	ArrivalTime	ClosedTime	Priority	Signal
9/9/2020	9/9/2020	9/9/2020	4	S20
9/9/2020	1/1/0001	9/9/2020	4	S20
9/13/2020	9/13/2020	9/13/2020	2	S25EH
9/19/2020	9/19/2020	9/19/2020	3	S25FS
9/4/2020	9/4/2020	9/4/2020	1	S25OF
1/1/0001	1/1/0001	9/13/2020	1	S25OF
1/1/0001	1/1/0001	9/4/2020	4	S25OT
9/15/2020	9/15/2020	9/15/2020	2	S25VF
1/1/0001	1/1/0001	9/15/2020	2	S25VF
9/10/2020	9/10/2020	9/10/2020	3	S31IJ
9/24/2020	9/24/2020	9/24/2020	3	S31IJ
9/28/2020	9/28/2020	9/28/2020	3	S31IJ
1/1/0001	1/1/0001	9/23/2020	2	S32
9/10/2020	1/1/0001	9/10/2020	3	S32T
1/1/0001	1/1/0001	9/20/2020	3	S32T
9/15/2020	9/15/2020	9/15/2020	1	S33
9/21/2020	9/21/2020	9/21/2020	1	S33
9/1/2020	9/1/2020	9/1/2020	4	S35IJ
9/24/2020	9/24/2020	9/24/2020	2	S3I
9/3/2020	9/3/2020	9/3/2020	3	S49CF
9/11/2020	1/1/0001	9/11/2020	3	S49CF
9/15/2020	1/1/0001	9/15/2020	3	S49CF
9/22/2020	9/22/2020	9/22/2020	3	S49CF
9/29/2020	1/1/0001	9/29/2020	3	S49CF
9/29/2020	9/29/2020	9/29/2020	3	S49HH
9/3/2020	9/3/2020	9/3/2020	3	S49M
9/7/2020	9/7/2020	9/7/2020	1	S4E
9/12/2020	9/12/2020	9/12/2020	1	S4E
9/16/2020	9/16/2020	9/16/2020	1	S4E
1/1/0001	1/1/0001	9/19/2020	1	S4E
9/3/2020	9/3/2020	9/3/2020	2	S4H
9/4/2020	9/4/2020	9/4/2020	2	S4H
1/1/0001	1/1/0001	9/4/2020	2	S4H
9/4/2020	9/4/2020	9/4/2020	2	S4H
9/5/2020	9/5/2020	9/5/2020	2	S4H
1/1/0001	1/1/0001	9/5/2020	2	S4H
9/5/2020	9/5/2020	9/5/2020	2	S4H
9/5/2020	9/6/2020	9/6/2020	2	S4H
9/6/2020	9/6/2020	9/6/2020	2	S4H
1/1/0001	1/1/0001	9/6/2020	2	S4H
1/1/0001	1/1/0001	9/6/2020	2	S4H
1/1/0001	1/1/0001	9/6/2020	2	S4H
1/1/0001	1/1/0001	9/6/2020	2	S4H

9/7/2020	9/7/2020	9/7/2020	2	S4H
9/7/2020	9/7/2020	9/7/2020	2	S4H
1/1/0001	1/1/0001	9/7/2020	2	S4H
9/7/2020	9/7/2020	9/7/2020	2	S4H
9/8/2020	9/8/2020	9/8/2020	2	S4H
9/8/2020	9/8/2020	9/8/2020	2	S4H
9/9/2020	9/9/2020	9/9/2020	2	S4H
9/10/2020	9/10/2020	9/10/2020	2	S4H
9/10/2020	9/10/2020	9/10/2020	2	S4H
1/1/0001	1/1/0001	9/10/2020	2	S4H
9/11/2020	9/11/2020	9/11/2020	2	S4H
9/11/2020	9/11/2020	9/11/2020	2	S4H
9/12/2020	9/12/2020	9/12/2020	2	S4H
9/12/2020	9/12/2020	9/12/2020	2	S4H
9/14/2020	9/14/2020	9/14/2020	2	S4H
9/15/2020	9/15/2020	9/15/2020	2	S4H
1/1/0001	1/1/0001	9/15/2020	2	S4H
9/15/2020	9/15/2020	9/15/2020	2	S4H
1/1/0001	1/1/0001	9/16/2020	2	S4H
9/19/2020	9/19/2020	9/20/2020	2	S4H
9/19/2020	9/19/2020	9/20/2020	2	S4H
9/24/2020	9/24/2020	9/24/2020	2	S4H
9/24/2020	9/24/2020	9/24/2020	2	S4H
9/25/2020	9/25/2020	9/25/2020	2	S4H
9/27/2020	9/27/2020	9/27/2020	2	S4H
9/27/2020	9/27/2020	9/27/2020	2	S4H
9/28/2020	9/28/2020	9/28/2020	2	S4H
1/1/0001	1/1/0001	9/4/2020	2	S4I
9/6/2020	9/6/2020	9/6/2020	2	S4I
9/7/2020	9/7/2020	9/7/2020	2	S4I
9/8/2020	1/1/0001	9/8/2020	2	S4I
9/9/2020	9/9/2020	9/9/2020	2	S4I
9/9/2020	9/9/2020	9/9/2020	2	S4I
9/11/2020	9/11/2020	9/11/2020	2	S4I
9/12/2020	9/12/2020	9/12/2020	2	S4I
9/15/2020	9/15/2020	9/15/2020	2	S4I
9/23/2020	9/23/2020	9/23/2020	2	S4I
9/26/2020	9/26/2020	9/26/2020	2	S4I
9/26/2020	9/26/2020	9/26/2020	2	S4I
9/27/2020	1/1/0001	9/27/2020	2	S4I
9/4/2020	9/4/2020	9/4/2020	1	S67CP
9/14/2020	9/14/2020	9/14/2020	1	S67CP
9/22/2020	9/22/2020	9/22/2020	1	S67CP
9/16/2020	9/16/2020	9/16/2020	1	S67CR

9/26/2020	9/26/2020	9/26/2020	1	S67CR
9/3/2020	9/3/2020	9/3/2020	3	S67EX
9/6/2020	9/6/2020	9/6/2020	3	S67EX
9/9/2020	9/9/2020	9/9/2020	3	S67FI
9/10/2020	9/10/2020	9/10/2020	3	S67FI
9/11/2020	9/11/2020	9/11/2020	3	S67FI
9/12/2020	9/12/2020	9/12/2020	3	S67FI
9/12/2020	9/12/2020	9/12/2020	3	S67FI
9/12/2020	9/12/2020	9/12/2020	3	S67FI
9/16/2020	9/16/2020	9/16/2020	3	S67FI
9/18/2020	9/18/2020	9/18/2020	3	S67FI
9/18/2020	9/18/2020	9/18/2020	3	S67FI
9/20/2020	9/20/2020	9/20/2020	3	S67FI
9/22/2020	9/22/2020	9/22/2020	3	S67FI
9/23/2020	9/23/2020	9/23/2020	3	S67FI
9/26/2020	1/1/0001	9/26/2020	3	S67FI
9/26/2020	9/26/2020	9/26/2020	3	S67FI
9/28/2020	9/28/2020	9/28/2020	3	S67FI
9/16/2020	9/16/2020	9/16/2020	2	S67HM
9/20/2020	9/20/2020	9/20/2020	2	S67HP
9/6/2020	9/6/2020	9/6/2020	2	S67IDA
9/17/2020	9/17/2020	9/17/2020	2	S67IDA
9/27/2020	9/27/2020	9/27/2020	2	S67IDA
9/3/2020	9/3/2020	9/3/2020	1	S67IDC
9/11/2020	9/11/2020	9/11/2020	1	S67IDC
9/13/2020	9/13/2020	9/13/2020	1	S67IDC
9/23/2020	9/23/2020	9/23/2020	1	S67IDC
9/28/2020	9/28/2020	9/28/2020	1	S67IDC
9/18/2020	9/18/2020	9/18/2020	1	S67IDD
9/11/2020	9/11/2020	9/11/2020	3	S67IJ
9/30/2020	9/30/2020	9/30/2020	3	S67IJ
9/4/2020	9/4/2020	9/4/2020	1	S67PO
9/7/2020	9/7/2020	9/7/2020	1	S67PO
9/8/2020	9/8/2020	9/8/2020	1	S67PO
9/8/2020	9/8/2020	9/8/2020	1	S67PO
9/11/2020	9/11/2020	9/11/2020	1	S67PO
9/15/2020	9/15/2020	9/15/2020	1	S67PO
9/19/2020	9/19/2020	9/19/2020	1	S67PO
9/24/2020	9/24/2020	9/24/2020	1	S67PO
9/27/2020	9/27/2020	9/27/2020	1	S67PO
9/1/2020	9/1/2020	9/1/2020	4	S67SP
9/2/2020	9/2/2020	9/2/2020	4	S67SP
9/2/2020	9/2/2020	9/2/2020	4	S67SP
9/9/2020	1/1/0001	9/9/2020	4	S67SP

9/24/2020	9/24/2020	9/24/2020	4	S67SP
9/10/2020	9/10/2020	9/10/2020	2	S67ST
9/24/2020	9/24/2020	9/24/2020	2	S67ST
9/28/2020	9/28/2020	9/28/2020	2	S67SZ
9/29/2020	9/29/2020	9/29/2020	2	S67SZ
9/7/2020	9/7/2020	9/7/2020	2	S67TB
9/11/2020	9/11/2020	9/11/2020	2	S67TB
9/13/2020	9/13/2020	9/13/2020	2	S67TB
9/27/2020	9/27/2020	9/27/2020	2	S67TB
9/6/2020	9/6/2020	9/6/2020	3	S67UM
1/1/0001	1/1/0001	9/25/2020	3	S67UM
9/27/2020	1/1/0001	9/27/2020	3	S67UM
1/1/0001	1/1/0001	9/1/2020	4	S68
1/1/0001	1/1/0001	9/1/2020	4	S68
9/5/2020	9/5/2020	9/5/2020	4	S68
1/1/0001	1/1/0001	9/17/2020	4	S68
1/1/0001	1/1/0001	9/17/2020	4	S68
1/1/0001	1/1/0001	9/22/2020	4	S68
1/1/0001	1/1/0001	9/22/2020	4	S68



Town of Pembroke Park
 3150 SW 52nd Avenue
 Pembroke Park, FL 33023

Agenda Request

Meeting Date:	
Subject:	
Initiated by:	City Council City Attorney City Manager/Staff
Prepared by:	Name & Title:
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



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

MEMORANDUM NO.: 20-021

DATE: October 21, 2020
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Building Official
RE: **MONTHLY STATUS REPORT – SEPTEMBER 2020**

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

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

Respectfully submitted.

Cc: Marlen Martell, Deputy Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023

Building Department

Monthly Status Report

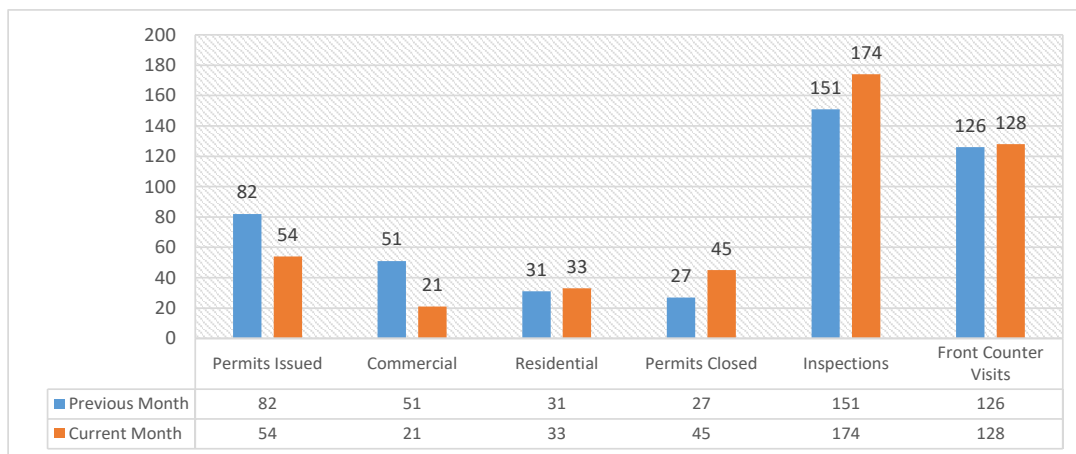
September 2020

Summary:

During this reporting period and closing of the Fiscal Year 2019-2020, the Building Department staff continued the “electronic plans review” for a non-contact approach with staff and customers; as it has been determined as an asset for efficiency and productivity at all levels; also, we continue to perform virtual meetings and teleconferences with all our external and internal customers for our customary personalized service.

Furthermore, this non-contact approach is expected to be continued until the COVID-19 Pandemic State of Emergency is cleared by the appropriate authorities; meanwhile we are seeking/implementing options/actions for added efficiency and productivity measures.

By the Numbers:



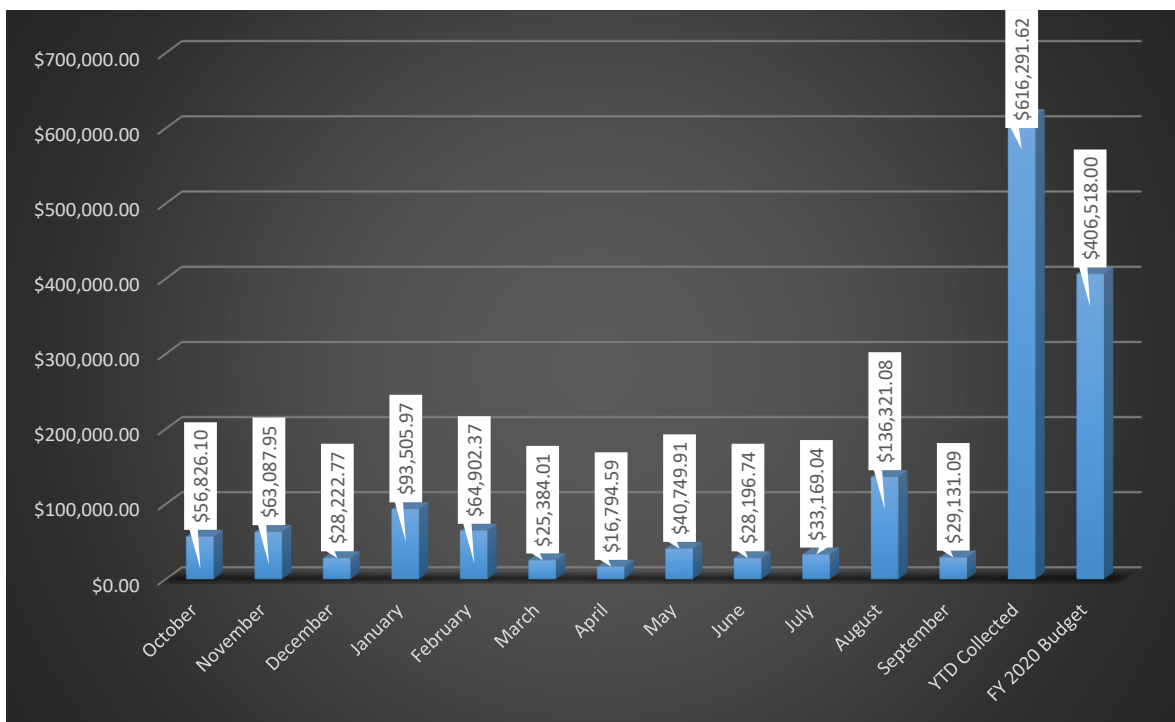
During this reporting period the Building Department has reduced the number of permits issued front last month reported number, and increased the Permits closed, Inspections and the Front Counter Visits, since

our front counter continue to be open to the external customers. Also, inspections (virtual and in person) were as follows:

Structural = 89, Mechanical = 19, Electrical = 40 and Plumbing 26 for a total of 174 Inspections.

Revenue:

During this reporting period the Building Department and associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected \$616,291.62 during the Fiscal Year (FY20); and \$29,131.09 during the reporting period; see chart below for 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	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed.
1	<i>Unit 200</i>	Tenant Improvement	As of the date of this report; the permit has been approved for issuance and waiting for payment.
1	<i>Unit 300</i>	Tenant Improvement	Submitted for Plans Review second cycle and waiting for resubmittal after comments were rendered.
1	<i>Unit 800</i>	Tenant Improvement	Completed
1	Building 2	Building Shell (Structure)	Application for permit became Null & Void, due non-response as per the Florida Building Code; meeting was performed with stakeholders for options at resubmittal.
1	Building 3	Building Shell (Structure)	Application for permit became Null & Void, due non-response as per the Florida Building Code; meeting was performed with stakeholders for options at resubmittal.
1	Building 4	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed
1	<i>Unit 300</i>	Tenant Improvement	Completed
1	<i>Unit 400</i>	Tenant Improvement	Completed
1	Building 5	Building Shell (Structure)	At DRC and expected to be submitted shortly.
1	Coca-Cola	Various Improvements	Currently under the inspections and additional applications for permit process.
3	Value Store It	6 Story Storage Building	Completed
4	Pembroke Plaza	Shopping Center Building	Permit issued, construction started and under the inspections

4	O'Reilly's Auto	New Store	Currently under the "Pre-Plan review process and waiting for responses to comments.
4	3-Story Building (2991 SW 32 nd Avenue)	Office – Shell (Structure)	Submitted for Plans Review Second cycle and waiting for resubmittal after comments were rendered.

Additional Comments:

In addition to the above reported items, the Building Department has processed its customary number of additions, renovations, alterations for the Townhomes (TH); Minor Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior accessories and new equipment's installations at all districts.



Town of Pembroke Park
 3150 SW 52nd Avenue
 Pembroke Park, FL 33023

Agenda Request

Meeting Date:	
Subject:	
Initiated by:	City Commission City Attorney City Manager / Staff
Prepared by:	Name & Title:
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

Status Report for Department of Code enforcement For the month of 09/1/2020 to 9/30/2020

Status update of Code Enforcement Cases

Code Enforcement Case #	Address	Created	Doc.Type	Assigned Officer	Method of Delivery
5336	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #Unit 7	9/3/2020	NOV	J. Ramirez	Hand
5337	2570 S PARK RD, PEMBROKE PARK, FL 33009	9/4/2020	NOV	J. Ramirez	Hand
5339	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	9/9/2020	Courtesy	J. Louis	Hand
5341	2301 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	9/9/2020	Courtesy	J. Louis	Hand
5342	2211 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	9/9/2020	Courtesy	J. Louis	Hand
5344	3215 SW 52 AVE, PEMBROKE PARK, FL 33023	9/14/2020	Courtesy	J. Ramirez	Hand
5345	1975 S PARK RD, PEMBROKE PARK, FL 33009	9/15/2020	NOV	J. Ramirez	Hand
5346	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	9/10/2020	Courtesy	J. Ramirez	Hand
5351	5325 SW 25 CT, PEMBROKE PARK, FL 33023	9/23/2020	Courtesy	J. Louis	Hand
5354	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	9/25/2020	NOV	J. Ramirez	Hand
5355	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	9/24/2020	NOV	J. Ramirez	Hand
5360	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	9/29/2020	NOV	J. Louis	Hand
5364	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Lot 449	9/30/2020	NOV	J. Ramirez	Hand

NOV Issued
Courtesy Issued

7
6

Compliance

3700 W. Hallandale Beach Blvd - Exterior building and buffer wall cleaned and repainted



3080 Pembroke Road - Portable Container removed from premises



W. Hallandale Beach Blvd & SW 52nd Ave (R.O.W.) - Comcast down communication line was repaired



5325 SW 25th Court - Trimmed tree on property and repainted building



Meetings

No Code Board Hearing Scheduled for September 2020

Projects in progress

New Website page content for Building & Code Enforcement
Code Enforcement page for Newsletter

**Town of Pembroke Park
Bills Over \$500
October 28, 2020
Workshop**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
349485	Municode	Online Code Hosting October 1, 2020-September 30, 2021	Admin	\$ 950.00
1004	Ryan & Ryan LLC	Matters Regarding the Assistant Town Manager Position	Legal	\$ 1,120.00
1008	Ryan & Ryan LLC	Matters Regarding Commissioners Pension Plan	Legal	\$ 752.50
1020	Ryan & Ryan LLC	Reformat, Review, and Approval of Town Commission Resolutions for 2017, 2018 & 2019	Legal	\$ 1,161.15
3458817128	Staples	HP 414A Black, Cyan, Yellow and Magenta Toner Cartridges, Manila Letter Size File Pockets and Letter Size File Folders for the Town Manager's and Clerks Office	Admin	\$ 800.38
Total:				\$4,784.03

Purchase Orders				
305469	Gallo Signs	(6) No Gatherings of More Than 10 People" Signs and (1) "No Parking on Grass Sign"	Parks/Covid-19	\$ 713.00
Total:				\$713.00
Grand Total:				\$5,497.03

AGENDA ITEM REPORT



To:

Subject: Business Tax Receipt and Billing Update

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[BTR - Billing Report for Comm Oct 2020](#)

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

1 of 3

Page 2 of 4

			Billing FOR 2019/20	Amt Collected or Acct Balance	Amount Pending	Status	Complete
	1	ACCT#	REIMBURSABLE EXPENSES			(CREDIT)	
	2	0002000SPEX	5311 PARK PROPERTY - SPEC EX @5311 SW 25 CT	\$1,682.50	\$6,500.00	(\$4,817.50)	BILLING CURRENT - AS OF 10/22/20
	3	024170S	AVI SHLOLO (COMM CTR) - SITE @ 2991 SW 32 AVE	\$977.78	\$0.00	\$4,663.20	\$3,685.42-Past Due As of 9/23/19- Billing current 10/22/20
	4	042510RZ	COUNTY LINE RESIDENCES - REZONING @SW 41 ST	\$7,493.75	\$7,500.00	(\$6.25)	BILLING CURRENT - AS OF 10/22/20
	5	048537PK	EAST COAST INVEST (Seneca Town Ctr) - PK REDUCTION ADDITION @ 3195 W HALL BCH BLVD	\$0.00	\$2,000.00	(\$2,000.00)	NON ACTIVE ACCT - BILLING CURRENT 10/22/20
	6	048503S	CORS-AIR - MINOR SITE @ 2865 SW 30 AVE	\$0.00	\$510.00	(\$510.00)	BILLING CURRENT - AS OF 10/22/20
	7	048600SP	J.C. STEVEN PEMBROKE PARK - SPECIAL PERMIT @ 5301 SW 25 CT	\$0.00	\$3,598.00	(\$3,598.00)	BILLING CURRENT - AS OF 10/22/20
	8	048600SPEX	J.C. STEVEN PEMBROKE PARK - SPECIAL EXCEPTION @ 5301 SW 25 CT	\$0.00	\$1,600.00	(\$1,600.00)	BILLING CURRENT - AS OF 10/22/20
	9	051259S	SKLARCHITECTURE (EXECELENTE LLC) - SITE @ 4200 W HALL BCH BLVD	\$2,498.00	\$2,498.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	10	054621S	COCA COLA BEV. FL LLC - SITE @3350 PEMB RD	\$0.00	\$1,707.50	(\$1,707.50)	BILLING CURRENT - AS OF 10/22/20
	11	085302S	TRINITY BROADCASTING(LAKESIDE EST)-MINOR SITE @3262 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	12	101700S	O'REILLY AUTO STORES-SITE @ 4700 W HALL BCH BLVD	\$7,077.50	\$3,470.00	\$3,607.50	BILLING CURRENT - AS OF 10/22/20 *correction on collection
	13	110874MRF	PROGRESSIVE WASTE SOLUTION (Non-Conf Use -Material Recovery Facility) @ 1899 SW 31 AVE	\$0.00	\$0.00	\$0.00	NON ACTIVE - SEE LEGAL
	14	112350S3	RACETRAC PETROLEUM INC - SITE @ 3031 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	15	112351S	RACETRAC PETROLEUM INC - SITE @ 3996 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	16	112403EXA	POLO CLUB - APP FOR EXT HOURS LICENSE @ 5590 W HALL BCH BLVD	\$0.00	\$0.00	\$854.25	*BILLED IN FY16/17-BAL PAST DUE AS OF 9/30/17 Partial payment made on 10/4/18-Bal as of 9/21/19
	17	122605S	MIAMI CITY STORAGE (CUBESMART) STORAGE AND MORE LLC - SITE @ 1771 S PARK RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	18	126595S	3441 HALLANDALE LLC (SENECA TOWER OFFICE) -SITE @ 3441 W HALL BCH BLVD	\$10,592.50	\$7,000.00	\$3,592.50	BILLING CURRENT - AS OF 10/22/20
	19	126870PK	TERZANI USA INC - PARKING REDUCTION @ 2501 SW 56 AVE	\$0.00	\$817.50	(\$817.50)	BILLING COMPLETE
	20	126945S	TOWERCOM VIII, LLC - SITE @ 3400 SW 20 STREET	\$4,776.25	\$4,776.25	\$0.00	\$4,776.25 Past Due As of 9/23/19- Billing current 10/22/20
	21	133040ZV	WE BRONZE WHOLESALE-ZON VAR@2350 SW 30 AVE	\$2,540.00	\$7,500.00	(\$4,960.00)	BILLING CURRENT - AS OF 10/22/20
	22	133700PK	RIKING ENTERPRISES IV, LLC-PARKING REDUCTION @3799 W HALL BCH BLVD	\$4,117.50	\$4,117.50	\$0.00	BILLING CURRENT - AS OF 10/22/20
	23	133700S	RIKING ENTERPRISES IV, LLC-SITE @3799 W HALL BCH BLVD	\$8,750.00	\$8,750.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	24	133707PK	SENECA COMM CTR (DCT/CE LLC)- PARKING REDUCTION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	25	133707S	SENECA COMM CTR - SITE@ 3799 W HALL BCH BLVD	\$7,025.70	\$6,652.50	\$373.20	BILLING CURRENT - AS OF 10/22/20
	26	133707S2	SENECA COMM CTR (DCT/CE LLC)- SITE ADDITION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	27	133708F2-2	SENECA COMM CTR (PEMB IND)- FILL @ 3201 W HALL BCH BLVD	\$0.00	\$0.00	\$157.11	Past Due As of 10/28/19- Billing current 10/22/20
	28	133720S	EAST COAST INVEST (Seneca Town Ctr)- SITE & PK REDUCTION @ 3195 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	NON ACTIVE ACCT - BILLING CURRENT 10/22/20
	29	133730PK	WHEAT CAPITAL MGMT - PKING WAIVER @ 2801 - 2805 J P LYONS LN	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
	30	133730S	WHEAT CAPITAL -SITE @ 2801 - 2805 J P LYONS LN	\$0.00	\$1,415.00	(\$1,415.00)	BILLING CURRENT - AS OF 10/22/20
	31		SIGN VARIANCES				
	32	043531SV	INTERSTATE SIGN (PUBLIC STORAGE)@1781 S PK RD	\$850.00	\$700.00	\$150.00	BILLING CURRENT - AS OF 10/22/20
	33	054850SV*	3180 PEMB LLC (MOIL-2) @ 3180 W HALL BCH BLVD	\$800.00	\$800.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19
	34	103006SV*	3180 PEMB LLC (MOIL) @ 3151 W HALL BCH BLVD	\$850.00	\$850.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19
	35	130755SV*	VALUE STORE IT @ 2801-2805 J P LYONS LN	\$650.00	\$700.00	(50.00)	*ACCT COMPLETED-Billed & Collected in FY 18/19
	36		TOTAL REIMBURSABLE EXPENSES-LINES 2-35	\$58,998.98	\$66,962.25		
	37						

As of 10/22/2020

File Name: BTR - Billing Report for Comm Oct 2020, By: MRG

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

2 of 3

38	ANNUAL RENEWAL BILLING -FISCAL YEAR 2019/2020		Billed FY 19/20	Amt Collected	Pending	OOB/ADJUSTMENTS		%
39	OL	BTR	\$133,295.85	\$123,395.60	\$1,998.75	1.5%	OUTSTANDING ACCTS	\$7,901.50 5.9%
40	CU	CERTIFICATE OF USE	\$30,537.00	\$27,754.50	\$945.00	3.1%	OUTSTANDING ACCTS	\$1,837.50 6.0%
41	SF**	SIGNS	\$61,157.00	\$60,837.00	\$225.00	0.4%	OUTSTANDING ACCTS	\$95.00 0.2%
42	AL	ALARM REGISTRATION	\$3,090.00	\$2,830.00	\$100.00	3.2%	OUTSTANDING ACCTS	\$160.00 5.2%
43	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$70.00	\$50.00	\$10.00	14.3%	OUTSTANDING ACCTS	\$10.00 14.3%
44	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$51,364.00	\$44,957.00	\$2,320.00	4.5%	OUTSTANDING ACCTS	\$4,087.00 8.0%
45	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarletts \$15,000							X
46	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 39-44		\$279,513.85	\$259,824.10	\$5,598.75	2.00%	OUTSTANDING ACCTS	\$14,091.00 5.04%
47				92.96%	ACCTS COLLECTED AS OF 10/22/2020			
48								
49	NEW ACCTS - FISCAL YR 2019/2020		Billed FY 19/20	Amt Collected	Projected billing (10% OF BILLING FY 19/20)		AMT PENDING	
50	LC / OL >6/24	BTR	\$16,022.85	\$13,541.60	\$13,329.59	Projected Amt Reached		\$2,481.25
51	CCU/CU >6/24	CERTIFICATE OF USE	\$1,260.00	\$945.00	--			\$315.00
52	SF	SIGNS	\$0.00	\$0.00	--			
53	CAL/AL>6/24	ALARM REGISTRATION	\$915.00	\$740.00	\$309.00	Projected Amt Reached		\$175.00
54	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$2,900.00	\$2,750.00	--	Total as of 10/22/20		\$150.00
55	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$10,570.00	\$10,370.00	--	Total as of 10/22/20		\$200.00
56	AN	FIRE INSP FEES- ANNUAL BTR (FY 18/19, FY 19/20)	\$5,290.00	\$4,440.00	billing ended 6/20/20-\$285.00 Adjustment			
57	TOTAL NEW ACCT BILLING - LINES 50-56		\$36,957.85	\$32,786.60	Billing/Collection for 6/24/19-10/22/20		\$3,321.25	
58								
59	ANNUAL RENEWAL BILLING -FISCAL YEAR 2020/2021		Billed	Amt Collected	Pending	OOB/ADJUSTMENTS		%
60	OL	BTR	\$133,697.50	\$111,319.00	\$14,412.25	10.8%	OUTSTANDING ACCTS	\$7,966.25 6.0%
61	CU	CERTIFICATE OF USE	\$29,802.00	\$23,974.50	\$4,147.50	13.9%	OUTSTANDING ACCTS	\$1,680.00 5.6%
62	SF**	SIGNS	\$61,062.00	\$60,112.00	\$820.00	1.3%	OUTSTANDING ACCTS	\$130.00 0.2%
63	AL	ALARM REGISTRATION	\$3,060.00	\$2,490.00	\$470.00	15.4%	OUTSTANDING ACCTS	\$100.00 3.3%
64	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$40,476.10	\$34,091.10	\$5,735.00	14.2%	OUTSTANDING ACCTS	\$650.00 1.6%
65	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarletts \$15,000							X
66	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 60-64		\$268,097.60	\$231,986.60	\$25,584.75	9.54%	OUTSTANDING ACCTS	\$10,526.25 3.93%
67				86.53%	ACCTS COLLECTED AS OF 10/22/2020			
68								
69	NEW ACCTS - FISCAL YR 2020/2021		Billed	Amt Collected	Projected billing (10% OF BILLING FY 20/21)		AMT PENDING	
70	LC / OL >6/21	BTR	\$4,171.25	\$3,803.75	\$13,369.75	31.2%	Projected Amt Reached	\$367.50
71	CCU/CU >6/21	CERTIFICATE OF USE	\$787.50	\$630.00	--			\$157.50
72	SF	SIGNS	\$0.00	\$0.00	--			
73	CAL/AL>6/21	ALARM REGISTRATION	\$85.00	\$55.00	\$306.00	27.8%	Projected Amt Reached	\$30.00
74	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$200.00	\$200.00	--			\$0.00
75	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$800.00	\$800.00	--			\$0.00
76	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$1,405.00	\$1,040.00				
77	TOTAL NEW ACCT BILLING - LINES 70-76		\$7,448.75	\$6,528.75	Billing/Collection for 6/22/20-10/22/20		\$920.00	
78								
79	ASSESSMENT IN LIEU OF PROPERTY TAXES		Billed FY 19/20	Amt Collected	Amt Pending			
80	083950B	KOINONIA	\$46,980.18	\$46,980.18	0.00	BILLED -MTHLY PAYMENTS @ \$5000 - NEXT BILL DUE 10/2020		
81	105800B	PEMBROKE PK CHURCH OF CHRIST	\$15,956.54	\$0.00	\$95,706.30	*Bal Past due 3/2019-\$79,749.76 Plus FY19/20 Pending Bill		
82	TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 78-79		\$62,936.72	\$46,980.18				
83								
84	OTHER COLLECTABLE FEES		Billed FY 19/20	Amt Collected	Amt Pending			
85	BUS BENCHES ADV. - GOLD COAST		\$4,250.00	\$4,250.00	0.00	BILLING COMPLETE-NEXT BILL 11/2020		
86	BUS SHELTER ADV - CLEAR CHANNEL(FY 17/18,FY 19/20)		\$2,800.00	\$2,800.00	3570.00	*\$3,570.00 Past Due 9/30/18 for Prior FY 17/18		
87	002767	CLEAR CHANNEL (Additional fee for LED Billboard)	\$240.00	\$280.00	(40.00)	BILLED ANNUALY - NEXT BILL 4/2021		
88	CANAL STREET -REIMB LEGAL FEES		\$2,019.50	\$2,019.50	0.00	ADDITIONAL BILLING 1/31/20 - BILLING COMPLETE		
89	108306EXS	CORP DONATION - SCARLETT'S/JW LEE	\$12,000.00	\$12,000.00	0.00	BILLED MTHLY @ \$1000 - NEXT BILL 10/2020		
90	FDDOT-LIGHTING MAINTENANCE		\$22,726.08	\$0.00	22,726.08	BILLED ANNUALLY -PAST DUE 9/15/2020		
91	065100	FPL FIBERNET- RIGHT OF WAY	\$2,000.00	\$2,000.00	0.00	BILLING COMPLETE - NEXT BILL 12/2020		
92	112403EX	POLO CLUB - EXTENDED HRS LICENSE	\$1,456.00	\$0.00	6280.00*	*New Rate recalculated - include Past due \$4,824.00		
93	108306EX	SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	0.00	*BILLING COMPLETE (PAYMENT REC'D IN FY 18/19)		
94	118907R	SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$621.44	\$621.44	0.00	BILLING COMPLETE - NEXT BILL 12/2020		
95	MAC'S TOWING		\$10,000.00	\$10,000.00	0.00	BILLED ANNUALLY - NEXT BILL 5/2021		
96								
97	FROM DEPTS							OOB/ADJUSTMENTS %

As of 10/22/2020
File Name: BTR - Billing Report for Comm Oct 2020, By: MRG

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

3 of 3

98	PUBLIC WKS	FALSE ALARM BILLING	\$6,620.00	\$5,445.00	\$650.00	As of 10/22/20 (less than \$500 credits)	\$525.00	7.9%
99	CODE ENF	PERMANENT RV FEES	\$1,325.00	\$1,325.00	\$0.00	ESTIMATED BILLING \$2,600		
100	PUBLIC WKS	TEMPORARY SIGN PERMITS						
101	130755	VALUE STORE IT PEMB PK LLC	\$50.00	\$50.00	\$0.00	LOCATION: 2801 J P LYONS LN		
102	85250	L.A.W. HALLANDALE 30 L.C.	\$50.00	\$50.00	\$0.00	LOCATION: 2940-2954 SW 30 AVE		
103	105700	PEMBROKE COMMERCE CENTER	\$50.00	\$50.00	\$0.00	LOCATION: 3898-3922 PEMB RD		
104	105700	PEMBROKE COMMERCE CENTER	\$240.00	\$240.00	\$0.00	LOCATION: 3898-3922 PEMB RD		
105	43531	PUBLIC STORAGE	\$50.00	\$50.00	\$0.00	LOCATION: 1781 S PARK RD		
106	43531	PUBLIC STORAGE	\$210.00	\$210.00	\$0.00	LOCATION: 1781 S PARK RD		
107	54301	FAMILY DOLLAR STORE	\$50.00	\$50.00	\$0.00	LOCATION: 4100 W HALL BCH BLVD		
108	54301	FAMILY DOLLAR STORE	\$200.00	\$200.00	\$0.00	LOCATION: 4100 W HALL BCH BLVD		
109	024170S	AVI SHLOMO COMMERCIAL CTR-SITE	\$50.00	\$50.00	\$0.00	LOCATION: 2991 SW 32 AVE		
110	024170S	AVI SHLOMO COMMERCIAL CTR-SITE	\$210.00	\$210.00	\$0.00	LOCATION: 2991 SW 32 AVE		
111	126000	THE PENINSULA	\$50.00	\$50.00	\$0.00	LOCATION: 5100 W HALL BCH BLVD		
112	126000	THE PENINSULA	\$240.00	\$240.00	\$0.00	LOCATION: 5100 W HALL BCH BLVD		
113	TOTAL BILLED OTHER COLLECTABLES-LINES 80-112		\$72,508.02	\$47,190.94				
114								
115	PROJECTS							
116								
117	Working with Code to Collect Outstanding Renewals		19	accounts from Fiscal Year 2018-2019 AS OF 8-13-20				

525

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

1 of 3

		Billing FOR 2019/20	Amt Collected or Acct Balance	Amount Pending	Status	Complete
1	ACCT#	REIMBURSABLE EXPENSES		(CREDIT)		
2	0002000SPEX	5311 PARK PROPERTY - SPEC EX @5311 SW 25 CT	\$1,682.50	\$6,500.00	(\$4,817.50)	BILLING CURRENT - AS OF 10/22/20
3	024170S	AVI SHLOLO (COMM CTR) - SITE @ 2991 SW 32 AVE	\$977.78	\$0.00	\$4,663.20	\$3,685.42-Past Due As of 9/23/19- Billing current 10/22/20
4	042510RZ	COUNTY LINE RESIDENCES - REZONING @SW 41 ST	\$7,493.75	\$7,500.00	(\$6.25)	BILLING CURRENT - AS OF 10/22/20
5	048537PK	EAST COAST INVEST (Seneca Town Ctr) - PK REDUCTION ADDITION @ 3195 W HALL BCH BLVD	\$0.00	\$2,000.00	(\$2,000.00)	NON ACTIVE ACCT - BILLING CURRENT 10/22/20
6	048503S	CORS-AIR - MINOR SITE @ 2865 SW 30 AVE	\$0.00	\$510.00	(\$510.00)	BILLING CURRENT - AS OF 10/22/20
7	048600SP	J.C. STEVEN PEMBROKE PARK - SPECIAL PERMIT @ 5301 SW 25 CT	\$0.00	\$3,598.00	(\$3,598.00)	BILLING CURRENT - AS OF 10/22/20
8	048600SPEX	J.C. STEVEN PEMBROKE PARK - SPECIAL EXCEPTION @ 5301 SW 25 CT	\$0.00	\$1,600.00	(\$1,600.00)	BILLING CURRENT - AS OF 10/22/20
9	051259S	SKLARCHITECTURE (EXECELENTE LLC) - SITE @ 4200 W HALL BCH BLVD	\$2,498.00	\$2,498.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
10	054621S	COCA COLA BEV. FL LLC - SITE @3350 PEMB RD	\$0.00	\$1,707.50	(\$1,707.50)	BILLING CURRENT - AS OF 10/22/20
11	085302S	TRINITY BROADCASTING(LAKESIDE EST)-MINOR SITE @3262 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
12	101700S	O'REILLY AUTO STORES-SITE @ 4700 W HALL BCH BLVD	\$7,077.50	\$3,470.00	\$3,607.50	BILLING CURRENT - AS OF 10/22/20 *correction on collection
13	110874MRF	PROGRESSIVE WASTE SOLUTION (Non-Conf Use -Material Recovery Facility) @ 1899 SW 31 AVE	\$0.00	\$0.00	\$0.00	NON ACTIVE - SEE LEGAL
14	112350S3	RACETRAC PETROLEUM INC - SITE @ 3031 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
15	112351S	RACETRAC PETROLEUM INC - SITE @ 3996 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
16	112403EXA	POLO CLUB - APP FOR EXT HOURS LICENSE @ 5590 W HALL BCH BLVD	\$0.00	\$0.00	\$854.25	*BILLED IN FY16/17-BAL PAST DUE AS OF 9/30/17 Partial payment made on 10/4/18-Bal as of 9/21/19
17	122605S	MIAMI CITY STORAGE (CUBESMART)/ STORAGE AND MORE LLC - SITE @ 1771 S PARK RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
18	126595S	3441 HALLANDALE LLC (SENECA TOWER OFFICE) -SITE @ 3441 W HALL BCH BLVD	\$10,592.50	\$7,000.00	\$3,592.50	BILLING CURRENT - AS OF 10/22/20
19	126870PK	TERZANI USA INC - PARKING REDUCTION @ 2501 SW 56 AVE	\$0.00	\$817.50	(\$817.50)	BILLING COMPLETE
20	126945S	TOWERCOM VIII, LLC - SITE @ 3400 SW 20 STREET	\$4,776.25	\$4,776.25	\$0.00	\$4,776.25 Past Due As of 9/23/19- Billing current 10/22/20
21	133040ZV	WE BRONZE WHOLESALE-ZON VAR@2350 SW 30 AVE	\$2,540.00	\$7,500.00	(\$4,960.00)	BILLING CURRENT - AS OF 10/22/20
22	133700PK	RIKING ENTERPRISES IV, LLC-PARKING REDUCTION @3799 W HALL BCH BLVD	\$4,117.50	\$4,117.50	\$0.00	BILLING CURRENT - AS OF 10/22/20
23	133700S	RIKING ENTERPRISES IV, LLC-SITE @3799 W HALL BCH BLVD	\$8,750.00	\$8,750.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
24	133707PK	SENECA COMM CTR (DCT/CE LLC)- PARKING REDUCTION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
25	133707S	SENECA COMM CTR - SITE@ 3799 W HALL BCH BLVD	\$7,025.70	\$6,652.50	\$373.20	BILLING CURRENT - AS OF 10/22/20
26	133707S2	SENECA COMM CTR (DCT/CE LLC)- SITE ADDITION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
27	133708F2-2	SENECA COMM CTR (PEMB IND)- FILL @ 3201 W HALL BCH BLVD	\$0.00	\$0.00	\$157.11	Past Due As of 10/28/19- Billing current 10/22/20
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29	133730PK	WHEAT CAPITAL MGMT - PKING WAIVER @ 2801 - 2805 J P LYONS LN	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/22/20
30	133730S	WHEAT CAPITAL -SITE @ 2801 - 2805 J P LYONS LN	\$0.00	\$1,415.00	(\$1,415.00)	BILLING CURRENT - AS OF 10/22/20
31		SIGN VARIANCES				
32	043531SV	INTERSTATE SIGN (PUBLIC STORAGE)@1781 S PK RD	\$850.00	\$700.00	\$150.00	BILLING CURRENT - AS OF 10/22/20
33	054850SV*	3180 PEMB LLC (MOIL-2) @ 3180 W HALL BCH BLVD	\$800.00	\$800.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19
34	103006SV*	3180 PEMB LLC (MOIL) @ 3151 W HALL BCH BLVD	\$850.00	\$850.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19
35	130755SV*	VALUE STORE IT @ 2801-2805 J P LYONS LN	\$650.00	\$700.00	(\$50.00)	*ACCT COMPLETED-Billed & Collected in FY 18/19
36		TOTAL REIMBURSABLE EXPENSES-LINES 2-35	\$58,998.98	\$66,962.25		
37						

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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39	OL	BTR	\$133,295.85	\$123,395.60	\$1,998.75	1.5%	OUTSTANDING ACCTS	\$7,901.50 5.9%
40	CU	CERTIFICATE OF USE	\$30,537.00	\$27,754.50	\$945.00	3.1%	OUTSTANDING ACCTS	\$1,837.50 6.0%
41	SF**	SIGNS	\$61,157.00	\$60,837.00	\$225.00	0.4%	OUTSTANDING ACCTS	\$95.00 0.2%
42	AL	ALARM REGISTRATION	\$3,090.00	\$2,830.00	\$100.00	3.2%	OUTSTANDING ACCTS	\$160.00 5.2%
43	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$70.00	\$50.00	\$10.00	14.3%	OUTSTANDING ACCTS	\$10.00 14.3%
44	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$51,364.00	\$44,957.00	\$2,320.00	4.5%	OUTSTANDING ACCTS	\$4,087.00 8.0%
45	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarlett's \$15,000							X
46	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 39-44		\$279,513.85	\$259,824.10	\$5,598.75	2.00%	OUTSTANDING ACCTS	\$14,091.00 5.04%
47				92.96%	ACCTS COLLECTED AS OF 10/22/2020			
48								
49	NEW ACCTS - FISCAL YR 2019/2020		Billed FY 19/20	Amt Collected	Projected billing (10% OF BILLING FY 19/20)		AMT PENDING	
50	LC / OL >6/24	BTR	\$16,022.85	\$13,541.60	\$13,329.59	Projected Amt Reached		\$2,481.25
51	CCU/CU >6/24	CERTIFICATE OF USE	\$1,260.00	\$945.00	--			\$315.00
52	SF	SIGNS	\$0.00	\$0.00	--			
53	CAL/AL>6/24	ALARM REGISTRATION	\$915.00	\$740.00	\$309.00	Projected Amt Reached		\$175.00
54	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$2,900.00	\$2,750.00	--	Total as of 10/22/20		\$150.00
55	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$10,570.00	\$10,370.00	--	Total as of 10/22/20		\$200.00
56	AN	FIRE INSP FEES- ANNUAL BTR (FY 18/19, FY 19/20)	\$5,290.00	\$4,400.00	billing ended 6/20/20-\$285.00 Adjustment			
57	TOTAL NEW ACCT BILLING - LINES 50-56		\$36,957.85	\$32,786.60	Billing/Collection for 6/24/19-10/22/20		\$3,321.25	
58								
59	ANNUAL RENEWAL BILLING -FISCAL YEAR 2020/2021		Billed	Amt Collected	Pending	OOB/ADJUSTMENTS		%
60	OL	BTR	\$133,697.50	\$111,319.00	\$14,412.25	10.8%	OUTSTANDING ACCTS	\$7,966.25 6.0%
61	CU	CERTIFICATE OF USE	\$29,802.00	\$23,974.50	\$4,147.50	13.9%	OUTSTANDING ACCTS	\$1,680.00 5.6%
62	SF**	SIGNS	\$61,062.00	\$60,112.00	\$820.00	1.3%	OUTSTANDING ACCTS	\$130.00 0.2%
63	AL	ALARM REGISTRATION	\$3,060.00	\$2,490.00	\$470.00	15.4%	OUTSTANDING ACCTS	\$100.00 3.3%
64	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$40,476.10	\$34,091.10	\$5,735.00	14.2%	OUTSTANDING ACCTS	\$650.00 1.6%
65	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarlett's \$15,000							X
66	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 60-64		\$268,097.60	\$231,986.60	\$25,584.75	9.54%	OUTSTANDING ACCTS	\$10,526.25 3.93%
67				86.53%	ACCTS COLLECTED AS OF 10/22/2020			
68								
69	NEW ACCTS - FISCAL YR 2020/2021		Billed	Amt Collected	Projected billing (10% OF BILLING FY 20/21)		AMT PENDING	
70	LC / OL >6/21	BTR	\$4,171.25	\$3,803.75	\$13,369.75	31.2%	Projected Amt Reached	\$367.50
71	CCU/CU >6/21	CERTIFICATE OF USE	\$787.50	\$630.00	--			\$157.50
72	SF	SIGNS	\$0.00	\$0.00	--			
73	CAL/AL>6/21	ALARM REGISTRATION	\$85.00	\$55.00	\$306.00	27.8%	Projected Amt Reached	\$30.00
74	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$200.00	\$200.00	--			\$0.00
75	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$800.00	\$800.00	--			\$0.00
76	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$1,405.00	\$1,040.00				
77	TOTAL NEW ACCT BILLING - LINES 70-76		\$7,448.75	\$6,528.75	Billing/Collection for 6/22/20-10/22/20		\$920.00	
78								
79	ASSESSMENT IN LIEU OF PROPERTY TAXES		Billed FY 19/20	Amt Collected	Amt Pending			
80	083950B	KOINONIA	\$46,980.18	\$46,980.18	0.00	BILLED -MTHLY PAYMENTS @ \$5000 - NEXT BILL DUE 10/2020		
81	105800B	PEMBROKE PK CHURCH OF CHRIST	\$15,956.54	\$0.00	\$95,706.30	*Bal Past due 3/2019-\$79,749.76 Plus FY19/20 Pending Bill		
82	TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 78-79		\$62,936.72	\$46,980.18				
83								
84	OTHER COLLECTABLE FEES		Billed FY 19/20	Amt Collected	Amt Pending			
85	BUS BENCHES ADV. - GOLD COAST		\$4,250.00	\$4,250.00	0.00	BILLING COMPLETE-NEXT BILL 11/2020		
86	BUS SHELTER ADV - CLEAR CHANNEL(FY 17/18,FY 19/20)		\$2,800.00	\$2,800.00	3570.00	*\$3,570.00 Past Due 9/30/18 for Prior FY 17/18		
87	002767	CLEAR CHANNEL (Additional fee for LED Billboard)	\$240.00	\$280.00	(40.00)	BILLED ANNUALLY - NEXT BILL 4/2021		
88	CANAL STREET -REIMB LEGAL FEES		\$2,019.50	\$2,019.50	0.00	ADDITIONAL BILLING 1/31/20 - BILLING COMPLETE		
89	108306EXS	CORP DONATION - SCARLETT'S/JW LEE	\$12,000.00	\$12,000.00	0.00	BILLED MTHLY @ \$1000 - NEXT BILL 10/2020		
90	FDOT-LIGHTING MAINTENANCE		\$22,726.08	\$0.00	22,726.08	BILLED ANNUALLY -PAST DUE 9/15/2020		
91	065100	FPL FIBERNET- RIGHT OF WAY	\$2,000.00	\$2,000.00	0.00	BILLING COMPLETE - NEXT BILL 12/2020		
92	112403EX	POLO CLUB - EXTENDED HRS LICENSE	\$1,456.00	\$0.00	6280.00*	*New Rate recalculated - include Past due \$4,824.00		
93	108306EX	SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	0.00	*BILLING COMPLETE (PAYMENT RECVD IN FY 18/19)		
94	118907R	SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$621.44	\$621.44	0.00	BILLING COMPLETE - NEXT BILL 12/2020		
95	MAC'S TOWING		\$10,000.00	\$10,000.00	0.00	BILLED ANNUALLY - NEXT BILL 5/2021		
96								
97	FROM DEPTS						OOB/ADJUSTMENTS	%

As of 10/22/2020

File Name: BTR - Billing Report for Comm Oct 2020, By: MRG

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

3 of 3

98	PUBLIC WKS	FALSE ALARM BILLING	\$6,620.00	\$5,445.00	\$650.00	As of 10/22/20 (less than \$500 credits)	\$525.00	7.9%
99	CODE ENF	PERMANENT RV FEES	\$1,325.00	\$1,325.00	\$0.00	ESTIMATED BILLING \$2,600		
100	PUBLIC WKS	TEMPORARY SIGN PERMITS						
101	130755	VALUE STORE IT PEMB PK LLC	\$50.00	\$50.00	\$0.00	LOCATION: 2801 J P LYONS LN		
102	85250	L.A.W. HALLANDALE 30 L.C.	\$50.00	\$50.00	\$0.00	LOCATION: 2940-2954 SW 30 AVE		
103	105700	PEMBROKE COMMERCE CENTER	\$50.00	\$50.00	\$0.00	LOCATION: 3898-3922 PEMB RD		
104	105700	PEMBROKE COMMERCE CENTER	\$240.00	\$240.00	\$0.00	LOCATION: 3898-3922 PEMB RD		
105	43531	PUBLIC STORAGE	\$50.00	\$50.00	\$0.00	LOCATION: 1781 S PARK RD		
106	43531	PUBLIC STORAGE	\$210.00	\$210.00	\$0.00	LOCATION: 1781 S PARK RD		
107	54301	FAMILY DOLLAR STORE	\$50.00	\$50.00	\$0.00	LOCATION: 4100 W HALL BCH BLVD		
108	54301	FAMILY DOLLAR STORE	\$200.00	\$200.00	\$0.00	LOCATION: 4100 W HALL BCH BLVD		
109	024170S	AVI SHLOMO COMMERCIAL CTR-SITE	\$50.00	\$50.00	\$0.00	LOCATION: 2991 SW 32 AVE		
110	024170S	AVI SHLOMO COMMERCIAL CTR-SITE	\$210.00	\$210.00	\$0.00	LOCATION: 2991 SW 32 AVE		
111	126000	THE PENINSULA	\$50.00	\$50.00	\$0.00	LOCATION: 5100 W HALL BCH BLVD		
112	126000	THE PENINSULA	\$240.00	\$240.00	\$0.00	LOCATION: 5100 W HALL BCH BLVD		
113	TOTAL BILLED OTHER COLLECTABLES-LINES 80-112		\$72,508.02	\$47,190.94				
114								
115	PROJECTS							
116								
117	Working with Code to Collect Outstanding Renewals		19	accounts from Fiscal Year 2018-2019 AS OF 8-13-20				

525

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Jan Studio

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Jan Studio](#)

Michelle Grooms

From: Marjan Sattarzadeh <marjan@jan-studio.com>
Sent: Wednesday, September 16, 2020 3:59 PM
To: Michelle Grooms
Subject: Letter to the commission

Hi Michelle,

I received your voicemail and have written a letter below, please share this with the commission at your next meeting. Thank you so much for this option and I look forward to hearing about their decision.

To the commission:

I ask for your understanding and support during this very difficult time for all of us and as a business owner. I recently came across paperwork that showed an outstanding request for inspection. It wasn't until I had to take on many roles of the business and having to let go of my employee and taken on certain things on my own that I came across this notice. I of course as soon as finding this notice contacted the city and made an appointment for both inspectors to come and review my office space. I would have avoided all fees, if I had known about this pending inspection(s), but was unaware. Both inspectors were very prompt, to the point, and friendly and I am a proud business owner and renter in the Pembroke Park community for 3 years. I kindly ask for your consideration to waive the late fees on my account so that I can pay only the balance that is owed for the yearly fees. It is with the support of people like you that we can continue to fight and survive during these trying times as small businesses. In advance, I thank you and look forward to your response.

Regards,
Marjan

Marjan Sattarzadeh
Owner - Lead Designer
marjan@jan-studio.com
jan-studio.com
Florida 954-900-1255

Jan Studio 3250 NE 1st Avenue Suite 1102 Miami, Florida 33137

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Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Town of Pembroke Park

3150 SW 52nd Ave

Pembroke Park FL, 33023

Phone (954) 966-4600 x211

Fax (954) 966-5310

Sold To **JAN STUDIO LLC**

3250 NE 1 AVE, 1102

MIAMI, FL 33137

Phone 0000001037

Transaction #	Payment Method	Amount	Sale Date
22109	Money Order	\$100.00	10/6/2020 3:50:19 PM

Date Applied	Application #	Qty	Item	Total
10/6/2020	AP-88955	78.75	Business Tax - Current Year	\$78.75
10/6/2020	AP-88955	78.75	Business Tax - Current Year	\$21.25
	Total			\$100.00

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 966-5186



ANNUAL BILLING STATEMENT

JAN STUDIO, LLC
 3250 NE 1 AVE, 1102
 MIAMI FL 33137

ACCOUNT NO.
080050

DATE
10/22/2020

BUSINESS DESCRIPTION
 E COMMERCE - HOME GOODS

BUSINESS ADDRESS
 3001 W HALL BCH BLVD, 103

DATE	DESCRIPTION	AMOUNT
FY 2019	Penalty Fee / Late Charges	19.68
	- Del. Penalty-Jan 1st	
FY 2020	Business Tax	57.50
	- For 2019-2020	
FY 2020	Certificate Of Use	52.50
	- For 2019-2020	
FY 2020	Penalty Fee / Late Charges	32.81
	- Del Penalty-Jan 1st	
FY 2021	Business Tax	78.75
	- For 2020-2021	
FY 2021	Certificate Of Use	52.50
	- For 2020-2021	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$293.74
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$293.74
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

Michelle Grooms

From: Marjan Sattarzadeh <marjan@jan-studio.com>
Sent: Wednesday, September 16, 2020 3:59 PM
To: Michelle Grooms
Subject: Letter to the commission

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Regards,
Marjan

Marjan Sattarzadeh
Owner - Lead Designer
marjan@jan-studio.com
jan-studio.com
Florida 954-900-1255

Jan Studio 3250 NE 1st Avenue Suite 1102 Miami, Florida 33137

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ANNUAL BILLING STATEMENT

JAN STUDIO, LLC
 3250 NE 1 AVE, 1102
 MIAMI FL 33137

ACCOUNT NO.
080050

DATE
10/22/2020

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 E COMMERCE - HOME GOODS

BUSINESS ADDRESS
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TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
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PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$293.74
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		



TOWN OF PEMBROKE PARK

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

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Reynold Dieuveille
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuveille, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: October 21, 2020

Re: Monthly Status Report for Public Services

The following are major work and projects performed under Public Services:

A. Major Work

- Lift station #11 at 3520 Hallandale Beach Boulevard**
Town declined owner's request to connect to Broward County gravity sewer line. The lift station became inoperable after many years of neglect. Met with owner to discuss alternative solutions. Received quotes for options to rehab existing or get a new lift station. Town will meet again with owner to discuss findings and next plan of actions.
- Lift station #15 at 4520 Hallandale Beach Boulevard**
Developer's plan is to connect to Town sewer system at lift station #15. It is in the Town Engineer's opinion that the lift station is below capacity for this project. Town Manager, Town Engineer (TE), Vice Mayor Clark, and the Interim Public Services Director met with the project's Engineer and the project's General Contractor to discuss plan of actions for the sewer connection. Decision: Town will upgrade lift station #15 per the calculated flow; the GC will connect to the sewer lift station per the Town Engineer's specifications, TE will inspect the work for final approval.
- Replacement of Town Hall Main Water Line**
Main water line leaked and was repaired as an emergency service. The entire line will need to be replaced. Submitted lowest quote (\$4,750) from Charlie Swain for Commission's approval.
- SW 30th Avenue Flooding**
Town is addressing flooding complaint from business owner Mike Mears at 2530 SW 30th Avenue. Town Planner, Michael Miller, has researched and reported to the Commission the historical facts leading to the flooding associated with this property. The Town considers this flooding situation as an issue between two business owners, moreover, the solution involves construction of a drainage structure on FDOT's property near the railroad tracks.

5. Asphalt of Howard P. Clark Linear Pathway – Cost \$8,249

Job was awarded to the lowest bidder, Atlantic Southern Paving and Sealcoating, and will commence on November 18, 2020.

B. Major Projects

1. Preserve ADA Restrooms – Cost \$105,440

Scope: The CDBG project is for construction of an additional and ADA compliant restroom building on the southeast area of the Preserve at a location more immediate to the vicinity of the park users.

Status: Completion date: July 31, 2021. Requested interlocal agreement with Broward County School Board while preparing solicitation for invitation to bid (ITB).

2. Wind Retrofit and Generator (Town Hall Hardening) – Cost \$684,750

Scope: This HMGP grant project is to mitigate damages that could potentially arise against wind force hurricanes and protect the Town Hall Building against winds up to 160 mile per hour winds.

Status: Completion date: May 31, 2022. Scheduled site visits with interested vendors before preparing solicitation for bids.

3. SW 25th Street Drainage Improvement Design – Cost \$151,028

Scope: The HMGP grant project consists of the construction of positive drainage to control flooding on Park Road, SW 27th Street, SW 25th Street, and Park Lane.

Status: Completion date: May 31, 2021. Preparing solicitation for the design RFP.

4. John P. Lyons Lane Storm Water Improvements Design – Cost \$112,175

Scope: This HMGP grant project is a for drainage and pump station improvement project for John P. Lyons Lane (SW 31st Ave.) from 2000 feet north of Hallandale Beach Blvd north to Carolina Street.

Status: Completion date: October 31, 2021. Solicitation for design RFP to begin in December 2020.

5. Agro-Eco Linear Pathway and Picnic Area – Cost \$65,000

Scope: This FRDAP project is to build a 160 feet ADA compliant linear pathway to loop around the 4-acre Agro-Eco Food Forest Garden. It also includes a picnic area with tables, chairs, and trash bins.

Status: Completion date: June 30, 2023. Received executed agreement.

6. County Line Road Storm Water Connection Design – Cost \$90,000

Scope: This MPO Surtax project entails design and construction for installation of a drainage line from the existing stormwater system at 52nd Avenue along County Line Road to an existing outfall at 56th Avenue. This project will tie in any drainage along the North side of County Line Road.

Status: Completion date: September 30, 2022. Waiting for funding distribution.

7. Bike Lane and Sidewalk Improvements Design – Cost \$30,000

Scope: This MPO Surtax project provides for mobility within the community. Currently there are many sections of bike path and sidewalks missing. This would help complete the routes.

Status: Completion date: September 30, 2022. Waiting for funding distribution.

8. 52 Ave Complete Streets Design – Cost \$144,000

Scope: This MPO Surtax project provides for mobility within the community. The Town will build 0.75 mile of complete street improvement to include, bike lanes; improved sidewalks with complete connectivity; adjustment to drainage system; roadway resurfacing, streetlights, pavement marking and landscaping.

Status: Completion date: September 30, 2022. Waiting for funding distribution.

9. Preserve Additional Lighting – Cost \$99,921

Scope: This CDBG project consists of construction of power poles, and installation of fifteen (15) double headed light fixtures, seven (7) on existing poles, and eight (8) on new concrete poles and their associated wiring.

Status: Completion date: September 30, 2021. Waiting for funding distribution.

10. Town Septic to Sewer Project – Cost \$2,750,000

Scope: The Town has applied for a grant under the Florida Department of Environmental Protection (FDEP) to convert the remaining septic tanks throughout the Town to sewer, specifically SW 30th Avenue and SW 30th Street.

Status: Waiting for FDEP approval.

11. John P. Lyons Stormwater Pump Station Project – Cost \$250,000

Scope: The Town has applied for a grant under the Florida Department of Environmental Protection (FDEP) as a matching fund to the HMGP funding for Project #4 listed above.

Status: Waiting for approval.

12. Educational Center and Promotion Facility Project – Cost \$995,000

Scope: The Town has applied for a grant under the Florida Department of Agriculture and Consumer Services (FDACS) to build an educational center, staging area (canopy), and parking resurfacing at the Agro-Eco Gardens & Centers. The Center will serve as a facility to educate the community about health and wellness, and for food distribution.

Status: Waiting for approval.

13. Sanitary Sewer Master Plan Update Project – Estimated Cost \$20,000

Scope: The Town current Sanitary Sewer Master Plan is 20 years old and needs to be updated to reflect the current conditions of the sewer system, address future projected wastewater flows, identify when and where infrastructure upgrades or improvements will be needed to accommodate growth, and continue to serve the wastewater needs of residents and businesses.

Status: Under internal review before preparing RFP.

14. Stormwater Master Plan Update Project – Estimated Cost \$20,000

Scope: The Town current Stormwater Master Plan is 20 years old and needs to be updated to reflect the current conditions of the drainage system, evaluate and recommend future improvements.

Status: Under internal review before preparing RFP.

Town of Pembroke Park - continued
Proposal - Server Room Electric

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge

The above price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. Issuing funds or purchase order for commencement of project indicates acceptance of proposal as outlined above. Russell-Thomas Electric, Inc. will not be held responsible for any other existing conditions not covered under this proposal. All patching and painting of surfaces necessary for electrical installation to be by others.

This proposal void if not accepted in writing within 10 days after this date: September 21st, 2020

Accepted: _____

RWR - Russell W. Robinson Electric

By: _____

Date: _____



STATEWIDE CERTIFIED
Licensed & Insured EC13005593

361 SW 13th Ave
Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		Project
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		Administrative Building
Item	Description	Total
	This estimate is for the electrical work needed at the address stated above. The following work will be done: 1. Run a 1-1/2" emt conduit from electrical room first floor to IT room on second floor 2. Install one 125 amp electrical panel in IT room 3. Pull wire from electrical room first floor to new electrical panel in IT room second floor 4. Install one 125 amp main disconnect in electrical room first floor 5. Run six 120v 20 amp branch circuits to new IT racks 6. Install six quad outlets for IT racks 7. Run power to new a/c unit in IT room 8. Remove outlets, conduits and wires in existing IT room first floor, cap off electrical in ceiling, cat 5 wiring not included in this scope of work 9. Run two conduits EMT, pull wires, install breakers and install four boxes with one L5-30R in each box	
Labor/ I...	Job Cost	9,557.00
Thank you for giving us the opportunity to bid on this project.		Total

Page 1
Customer Signature



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Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		
Project		
Administrative Building		
Item	Description	Total
	All work will be done to local and national codes. This price is based on work being done from Monday through Friday from 8:00 am to 4:30 pm. If work needs to be done after regular hours, appropriate rate will be applied. Any changes or additions will require a verbal or written work order. Craftsmanship comes with a one year warranty from date of installation. Material comes with manufacturer's warranty. Warranties do not include coverage for damages due to owner negligence, vandalism and acts of nature. Notes: a) Permit fees and designs fees are excluded b) Load calculations are excluded c) Any equipment rental is excluded d) Any patching or painting to be done by other e) This price maybe subject to adjustment for any unforeseen situations f) This price is good for 30 days Payment terms: To be determined upon acceptance * Should you choose to pay by credit card, a 3% fee will be added Total Thank you for giving us the opportunity to bid on this project.	\$9,557.00

Page 2

Customer Signature _____

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969 State License EC13007820

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	Town of pembroke Park	Name	Town Hall
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
Date			

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

Install new electrical for new IT room

PRICE INCLUDES:

New conduit and wire from 1st fl to new IT room
New 125 amp panel
Electric for new A/C in IT room
6 new dedicated quad receptacles
2 new dedicated L5-30R receptacles
Demo old IT room electric
Electrical drawings

DOES NOT INCLUDE

New fixtures
Overtime wages
Permit Fees
FPL or Bell South charges

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$ 14,700.00

Respectfully submitted


IMPERIAL ELECTRICAL INC.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

AGENDA ITEM REPORT



To:

Subject: Electrical work for the server room.

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

License Number EC0001317

FINANCIAL IMPACT:

The total cost is \$8,700.00, I would ask not to exceed \$9,700.00 quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town use Russell Electric for the electrical work for the server room move.

ATTACHMENTS:

[Russell Electric](#)

[MMJ Electric Inc](#)

[IMPERIAL ELECTRIC](#)

Miguel Nunez, Building Director

Harry Taubenfeld, Finance &
Budget Director

JC Jimenez, Town Manager

Status:

Approved - Oct 06 2020

Approved - Oct 08 2020

Denied - Oct 14 2020

Town of Pembroke Park - continued
Proposal - Server Room Electric

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge

The above price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. Issuing funds or purchase order for commencement of project indicates acceptance of proposal as outlined above. Russell-Thomas Electric, Inc. will not be held responsible for any other existing conditions not covered under this proposal. All patching and painting of surfaces necessary for electrical installation to be by others.

This proposal void if not accepted in writing within 10 days after this date: September 21st, 2020

Accepted: _____

RWR - Russell W. Robinson Electric

By: _____

Date: _____



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Licensed & Insured EC13005593

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Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		Project
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		Administrative Building
Item	Description	Total
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Labor/ I...	Job Cost	9,557.00
Thank you for giving us the opportunity to bid on this project.		Total



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Licensed & Insured EC13005593

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Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		
Project		
Administrative Building		
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Thank you for giving us the opportunity to bid on this project.		

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969 State License EC13007820

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	Town of pembroke Park	Name	Town Hall
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
Date			

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Electric for new A/C in IT room
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Demo old IT room electric
Electrical drawings

DOES NOT INCLUDE

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Overtime wages
Permit Fees
FPL or Bell South charges

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$ 14,700.00

Respectfully submitted

IMPERIAL ELECTRICAL INC.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____

AGENDA ITEM REPORT



To:

Subject: Security Camera move for the server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to rewire the existing comers up to the new server room.V

FINANCIAL IMPACT:

The total cost is \$4,796.00, quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

The Town use Vector Security to rewire the video camera's for the new server room.

ATTACHMENTS:

[VECTOR SECURITY](#)

	Status:
Miguel Nunez, Building Director	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



Avigilon Video Surveillance System Modification (Revision.2)

Proposal For:

***Attn.: Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023***

Submitted By:

***David Jacobson
September 30, 2020***



September 30, 2020

Attn.: Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

RE: Avigilon Video Surveillance System Modification (Revision.2)

Dear Mark,

The following is the Revision.2 Proposal per the specifications you provided to Modify the Existing Avigilon Video Surveillance System at City Hall. A list of what is covered by this Proposal is listed in the section entitled "Scope of Work".

If you have any questions or comments regarding this Proposal, our services or if you would like to proceed with these Proposals please do not hesitate to give me a call.

Sincerely,

David Jacobson

Cell: (954)636-0236

dsjacobson@vectorsecurity.com

Scope of Work

AVIGILON MEGAPIXEL IP VIDEO SURVEILLANCE SYSTEM MODIFICATION

Remove the existing Avigilon Video Surveillance Headend Equipment from the old 1st floor IT Room and reinstall in the new 2nd floor IT Room, the equipment to be relocated is as follows:

Existing Headend Equipment:

- (1) Avigilon (Dell) Desktop Server
- (2) PoE Network Switches (up to)
- (4) Avigilon Analog to IP Encoders, up to 4 cameras each
- (2) Camera Power Supplies

New Equipment:

- (16) UTP Balun Units (Pairs) for up to 16 analog cameras over Cat6

Notes:

- 1. All new Cat6 cabling to be installed by other Vendor per our specification.
- 2. All new Cat6 cable to be installed from each existing camera location to the new 2nd floor IT Room.
- 3. All new Cat6 Cable to have RJ45 fittings on both ends and to be labeled on a diagram so we will not have to incur labor tracing them.
- 4. All new Cat6 cables to be checked for continuity.

Once the above listed existing Headed Video Equipment is installed, if repairs or replacement of any of this existing equipment or any of the existing cameras is needed it is not included with this Proposal. A revised Proposal will be submitted, and we will only proceed with these repairs or replacements with your written approval.

INSTALLATION INVESTMENT: \$4,796.00*

Notes:

- 1. This price is good for 30 days from the above date.
- 2. *Applicable Sales Tax Included
- 3. Vector Security reserves the right to change equipment specifications to equal or better than stated.
- 4. The cost of a hydraulic lift, if needed, is not included and is to be provided by Client at their expense or Vector will provide and bill to client at its cost.
- 5. Includes connecting Desktop Server (NVR) to client's existing network for local and remote viewing of the NVR. Client must provide network static IP connection. Client must provide high-speed Internet connection for this service. Internet, and similar equipment, services and technical assistance are not included. Some of these can be provided on a time and material basis or by a 3rd party service provider.
- 6. Adequate lighting for the proper operation of the cameras is the client's responsibility.



DAVID JACOBSON

Vector Security, Inc.

4360 Oaks Road, Suite 615

Davie, FL 33314

Office: (954)351-9180

Cellular: (954)636-0236

dsjacobson@vectorsecurity.com



www.vectorsecurity.com

PURPOSE OF PROPOSAL AND STATEMENT OF CONFIDENTIALITY

The proposal is provided for informational purposes and is not intended to constitute the entire understanding or binding agreement between potential customer and Vector Security regarding the system, other security and life safety products, and services provided by Vector Security. The investment numbers that are provided in this document are offered by Vector for sixty (60) days from the proposal date of the document cover, but do not constitute the total final cost proposed by Vector Security. Additional costs to potential customer for permits, drawings, submittals, or for any other reason, may increase the total final cost. The total final cost, as well as terms and conditions regarding the system, other security and life safety products, and services proposed by Vector Security shall be pursuant to Vector Security's separate Commercial Agreement ("Agreement") as mutually agreed upon between potential customer and Vector Security. This proposal is provided to potential customer with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Vector Security's qualifications, without prior written consent.

License Information: AK 33221 | AL AESBL 10-817, 44814 | AR E 2005 0104, 179570410 | AZ ROC-218982 | CA ACO 6152, 914676 | DC 65003740 | DE FAL-0196, FAL-0253, 85-47 | FL EF20000395, EF0001062, EF20000933, EF20000596 | GA LVA205586, LVU405021 | HI C 27082 | IA AC-0101 | IL 127-001300 | LA F 317 | MA 1594 C, SS CO 00429 | MD 107-445, 07380038 | ME MC60019272 | MI 3601205222 | MN TS01830 | NC 25467-SP-LV, 1592-CSA, 2050-CSA | ND 37153 | NJ P00863, 13VH00292300, Burglar, Fire, and Locksmith Lic. # 34AL000004, 1187 Route 9 South, Cape May Court House, NJ 08210, [(609) 463-0660] | NM 354514, 10-0133 | NV 0066031 | NY 12000234360 | OH 53-50-1081, 50-25-5, 50-70-4 | OK 559 | PA 004997 | RI 4794, 2903, 30394, AFC-0449 | SC BAC 5590, FAC 3419 | TN 00000444, 00001341, 00001551, 00001552 | TX B11645, ACR-1768 | UT 4759383-6501 | VA DCJS #11-2048, 2705 020459A | VT T1-2348 | WA VECTOSI957PE | WV WV043469 | WY LV-A-18634. In Alabama, licensing is regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116; (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209; (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609; (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; (512) 424-7710.



AGENDA ITEM REPORT



To:

Subject: Construction for the server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for construction for the new server room.

FINANCIAL IMPACT:

The total cost is \$4,673.00, quote is not budgeted but funds available via the surplus Building Department.

RECOMMENDATION:

We use RKB Carpeting and Flooring to do the construction for the new server room.

ATTACHMENTS:

[Estimate 1277 from RKB Construction](#)

	Status:
Miguel Nunez, Building Director	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None

RKB Carpeting & Flooring
PO Box 813456
HOLLYWOOD, FL 33081
(954) 989-9034
RKBCARPET@GMAIL.COM
<http://RKBcarpetingandflooring.com>

Estimate

ADDRESS

Myriam Jacques
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Florida
33023

ESTIMATE # 1277

DATE 09/18/2020

EXPIRATION DATE 10/30/2020

ACTIVITY	QTY	RATE	AMOUNT
Unit STORAGE ROOM			
Services DEMO TWO DIVIDERS WALLS ELIMINATE TWO DOORS INSTALL PLYWOOD WALL PREPARE ALL WALLS AND PAINT REMOVED CARPET PREPARE FLOORS FOR NEW INSTALLATION OF VINYL PLANK FLOORING. INSTALL 4inch VINYL BASE BOAR MATERIALS AND LABOR	1	4,673.00	4,673.00
TOTAL			\$4,673.00

Accepted By

Accepted Date



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000070249677.1
Total \$3,918.12
Customer # 14164554
Quoted On Oct. 06, 2020
Expires by Nov. 05, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Thank you for reaching out to Dell. Please let me know if you need any edits to your quote. Be sure to check correct billing/shipping addresses and contacts.

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5080 Small Form Factor	\$779.94	2	\$1,559.88
Precision 3240 Compact	\$1,092.04	1	\$1,092.04
Dell 24 Monitor - P2419H	\$160.79	5	\$803.95
Dell UltraSharp 27 Monitor - U2719D	\$284.99	1	\$284.99
Dell Stereo Soundbar – AC511M	\$26.90	3	\$80.70
Dell USB Slim DVD±RW drive - DW316	\$51.59	1	\$51.59
Dell Adapter - Mini DisplayPort to DisplayPort	\$14.99	3	\$44.97

Subtotal:	\$3,918.12
Shipping:	\$0.00
Non-Taxable Amount:	\$3,918.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,918.12

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
OptiPlex 5080 Small Form Factor		\$779.94	2	\$1,559.88
Estimated delivery if purchased today: Oct. 21, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5080 SFF XCTO	210-AVOX	-	2	-
Intel(R) Core(TM) i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W)	338-BVCD	-	2	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATS	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB 1x16GB DDR4 non-ECC Memory	370-AFLX	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	2	-
M.2 22x30 Thermal Pad	412-AAQT	-	2	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVD	-	2	-
DVD+/-RW Bezel	325-BDSH	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Wireless Keyboard&Mouse-KM636 (Blk)	580-AISH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDWG	-	2	-
Quick Setup Guide 5080 SFF	340-CPQF	-	2	-
US Order	332-1286	-	2	-
No UPC Label	389-BCGW	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Shipping Material for SFF (DAO)	340-CQYR	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
No CompuTrace	461-AABF	-	2	-
Regulatory Label for OptiPlex 5080 SFF 200 W, DAO	389-DVUB	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Custom Configuration	817-BBBB	-	2	-
No Additional Add In Cards	382-BBHX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability (ISM)	631-ACOK	-	2	-
No Dell Backup and Recovery software	637-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
Speaker for Tower and SFF	520-AARD	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	2	-

Qty Subtotal

Precision 3240 Compact	\$1,092.04	1	\$1,092.04
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Estimated delivery if purchased today:

Oct. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Intel Core i9-10900 (10 Core, 20M cache, base 2.8GHz, up to 5.2GHz) DDR4-2933	338-BVOH	-	1	-

Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3240 Compact Chassis	321-BFVY	-	1	-
16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	370-AFQF	-	1	-
80W CPU Heatsink	412-AATU	-	1	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter	490-BGCQ	-	1	-
C2 M.2 PCIe Boot SSD	780-BCPU	-	1	-
No RAID	780-BBCJ	-	1	-
1TB PCIe NVMe Class 40 M.2 SSD	400-BJQJ	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
ME Disable - Manageability	631-ACRK	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
US Power Cord	450-AHED	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide - Precision 3240	340-CRZJ	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Shipping and Handling Single-Pack	340-CRZI	-	1	-
Precision 3240, 240W Reg Label DAO	389-DWQC	-	1	-
Intel(R) Core(TM) i9 Processor Label	389-DUIJ	-	1	-
No Internal Speaker	520-AARK	-	1	-
No Stand Option	575-BBBI	-	1	-
No Accessories	461-AABV	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No AutoPilot	340-CKSZ	-	1	-
240W A/C Adapter	450-AKEM	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3240 Compact CTO BASE	210-AWXT	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-

			Qty	Subtotal
Dell 24 Monitor - P2419H		\$160.79	5	\$803.95

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	5	-
Dell Limited Hardware Warranty	814-5380	-	5	-
Advanced Exchange Service, 3 Years	814-5381	-	5	-
			Qty	Subtotal

Dell UltraSharp 27 Monitor - U2719D		\$284.99	1	\$284.99
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Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	1	-
Dell Limited Hardware Warranty	815-2532	-	1	-
Advanced Exchange Service, 3 Years	815-2533	-	1	-
			Qty	Subtotal

Dell Stereo Soundbar – AC511M		\$26.90	3	\$80.70
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Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	520-AAOT	-	3	-
			Qty	Subtotal

Dell USB Slim DVD±RW drive - DW316		\$51.59	1	\$51.59
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Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	1	-
			Qty	Subtotal

Dell Adapter - Mini DisplayPort to DisplayPort		\$14.99	3	\$44.97
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Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - Mini DisplayPort to DisplayPort	470-0152	-	3	-
				Subtotal: \$3,918.12
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$3,918.12

Important Notes

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AGENDA ITEM REPORT



To:

Subject: New Workstation

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

FINANCIAL IMPACT:

This is a budgeted expense \$ 3,918.12

RECOMMENDATION:

Purchase computers from dell

ATTACHMENTS:

[US QUOTE 3000070249677.1](#)

	Status:
Town Clerk, Deputy Town Clerk	None
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000070249677.1
Total \$3,918.12
Customer # 14164554
Quoted On Oct. 06, 2020
Expires by Nov. 05, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Thank you for reaching out to Dell. Please let me know if you need any edits to your quote. Be sure to check correct billing/shipping addresses and contacts.

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5080 Small Form Factor	\$779.94	2	\$1,559.88
Precision 3240 Compact	\$1,092.04	1	\$1,092.04
Dell 24 Monitor - P2419H	\$160.79	5	\$803.95
Dell UltraSharp 27 Monitor - U2719D	\$284.99	1	\$284.99
Dell Stereo Soundbar – AC511M	\$26.90	3	\$80.70
Dell USB Slim DVD±RW drive - DW316	\$51.59	1	\$51.59
Dell Adapter - Mini DisplayPort to DisplayPort	\$14.99	3	\$44.97

Subtotal:	\$3,918.12
Shipping:	\$0.00
Non-Taxable Amount:	\$3,918.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,918.12

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
OptiPlex 5080 Small Form Factor		\$779.94	2	\$1,559.88
Estimated delivery if purchased today: Oct. 21, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5080 SFF XCTO	210-AVOX	-	2	-
Intel(R) Core(TM) i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W)	338-BVCD	-	2	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATS	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB 1x16GB DDR4 non-ECC Memory	370-AFLX	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	2	-
M.2 22x30 Thermal Pad	412-AAQT	-	2	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVD	-	2	-
DVD+/-RW Bezel	325-BDSH	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Wireless Keyboard&Mouse-KM636 (Blk)	580-AISH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDWG	-	2	-
Quick Setup Guide 5080 SFF	340-CPQF	-	2	-
US Order	332-1286	-	2	-
No UPC Label	389-BCGW	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Shipping Material for SFF (DAO)	340-CQYR	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
No CompuTrace	461-AABF	-	2	-
Regulatory Label for OptiPlex 5080 SFF 200 W, DAO	389-DVUB	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Custom Configuration	817-BBBB	-	2	-
No Additional Add In Cards	382-BBHX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability (ISM)	631-ACOK	-	2	-
No Dell Backup and Recovery software	637-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
Speaker for Tower and SFF	520-AARD	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	2	-

Qty Subtotal

Precision 3240 Compact \$1,092.04 1 \$1,092.04

Estimated delivery if purchased today:

Oct. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Intel Core i9-10900 (10 Core, 20M cache, base 2.8GHz, up to 5.2GHz) DDR4-2933	338-BVOH	-	1	-

Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3240 Compact Chassis	321-BFVY	-	1	-
16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	370-AFQF	-	1	-
80W CPU Heatsink	412-AATU	-	1	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter	490-BGCQ	-	1	-
C2 M.2 PCIe Boot SSD	780-BCPU	-	1	-
No RAID	780-BBCJ	-	1	-
1TB PCIe NVMe Class 40 M.2 SSD	400-BJQJ	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
ME Disable - Manageability	631-ACRK	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
US Power Cord	450-AHED	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide - Precision 3240	340-CRZJ	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Shipping and Handling Single-Pack	340-CRZI	-	1	-
Precision 3240, 240W Reg Label DAO	389-DWQC	-	1	-
Intel(R) Core(TM) i9 Processor Label	389-DUIJ	-	1	-
No Internal Speaker	520-AARK	-	1	-
No Stand Option	575-BBBI	-	1	-
No Accessories	461-AABV	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No AutoPilot	340-CKSZ	-	1	-
240W A/C Adapter	450-AKEM	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3240 Compact CTO BASE	210-AWXT	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-

			Qty	Subtotal
Dell 24 Monitor - P2419H		\$160.79	5	\$803.95

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Contract # C000000010853

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Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	5	-
Dell Limited Hardware Warranty	814-5380	-	5	-
Advanced Exchange Service, 3 Years	814-5381	-	5	-
			Qty	Subtotal

Dell UltraSharp 27 Monitor - U2719D		\$284.99	1	\$284.99
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Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	1	-
Dell Limited Hardware Warranty	815-2532	-	1	-
Advanced Exchange Service, 3 Years	815-2533	-	1	-
			Qty	Subtotal

Dell Stereo Soundbar – AC511M		\$26.90	3	\$80.70
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Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	520-AAOT	-	3	-
			Qty	Subtotal

Dell USB Slim DVD±RW drive - DW316		\$51.59	1	\$51.59
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Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	1	-
			Qty	Subtotal

Dell Adapter - Mini DisplayPort to DisplayPort		\$14.99	3	\$44.97
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Contract # C000000010853

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Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - Mini DisplayPort to DisplayPort	470-0152	-	3	-
				Subtotal: \$3,918.12
				Shipping: \$0.00
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Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-18956

Date: 10/07/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: Barracuda Backup 690 (5 Year)

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: (954) 701-4345

Email: mpakula@tpfpl.gov

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

Phone: (000) 000-0000

County:

County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	BBS690a	Barracuda Backup Server Appliance 690	\$6,463.18	\$6,463.18
2	1	BBS690A-B	Barracuda Backup Server Appliance 690 Unlimited Cloud Storage Subscription 5 Year	\$16,156.55	\$16,156.55
3	1	BBS690A-E	Barracuda Backup Server Appliance 690 Energize Updates Subscription 5 Year	\$5,814.47	\$5,814.47
4	1	BBS690A-H	Barracuda Backup Server Appliance 690 Instant Replacement Subscription 5 Year	\$7,107.06	\$7,107.06
5	2	BT003	Barracuda Consulting Services – 4 hours	\$684.00	\$1,368.00
6	1	GSA	GSA #GS-35F-0511T	\$0.00	\$0.00
				Sub Total:	\$36,909.26
				Shipping:	\$59.00
				Tax:	\$0.00
				Total:	\$36,968.26

Partial orders and quotes over 30 days from issuance are subject to price change.

CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMWare, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote.

http://www.cspi.com/wp-content/uploads/2016/07/CSPI_TS_modcomp_TC.pdf

Sales Quote

Quote #: 6568
Created: 10/07/2020
Expires: 10/30/2020

Customer			Contact		Ship To		
Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023			Mark Pakula Phone: (954)701-4345 Email: mpakula@townofpembrokepark.com		Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 U.S.A.		
Account	Payment Method	Terms	Due Date	Account Manager	Scheduled Delivery	Ship VIA	P.O. #
Town of Pembroke Park	Company PO	Net 30	10/30/2020	Harrison Milanian Phone: (813)349-6848 Email: hmilanian@vology.com		Electronic Shipping/Email	

	Mfr. Part	Description	Quantity	Per Unit	Extended Amount
Barracuda Backup Server 690 Appliance					
*1	BBS690A	Barracuda Backup Server 690 Mfr: BARRACUDA NETWORKS, INC	1	\$ 11,368.45	\$ 11,368.45
Group Total					\$ 11,368.45
Barracuda Backup Server - 3 Year Subscription					
*2	BBS690A-B	Barracuda Backup Server 690 - Unlimited Cloud Storage - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 473.65	\$ 17,051.40
*3	BBS690A-E	Barracuda Backup Server 690 - Energize Updates - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 170.46	\$ 6,136.56
*4	BBS690A-H	Barracuda Backup Server 690 - Instant Replacement - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 208.35	\$ 7,500.60
Group Total					\$ 30,688.56
Barracuda Backup Server - 5 Year Subscription					
*5	BBS690A-B	Barracuda Backup Server 690 - Unlimited Cloud Storage - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 473.65	\$ 28,419.00
*6	BBS690A-E	Barracuda Backup Server 690 - Energize Updates - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 170.46	\$ 10,227.60
*7	BBS690A-H	Barracuda Backup Server 690 - Instant Replacement - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 208.35	\$ 12,501.00
Group Total					\$ 51,147.60

Total: \$ 93,204.61
Estimated Taxes: \$ 0.00
Estimated Freight: \$ 0.00

Quote-Total: \$ 93,204.61

DON'T FORGET We stock a full line of CABLES, GBICs and ACCESSORIES

INCLUDE with this ORDER & SAVE!

Memo:

Terms and Conditions

For our warranty and returns policies please visit our website at <https://www.vology.com/company/maintenance-warranty-services/>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This quote will expire 30 days from the quote date above. Prices are subject to change without notice.

Unless noted, this quote does not include shipping charges or taxes. Shipping costs are estimates and vary based on time of purchase, quantity ordered, shipment carrier and warehouse location. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For additional details on shipping, tariffs, duties & taxes, please visit our website at: http://www.vology.com/shipping_and_taxes

Visit our website for Warranty and returns policies at: <https://www.vology.com/company/maintenance-warranty-services/>

Signature:

Name (Print) :

THANK YOU FOR YOUR BUSINESS!



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Sales Agreement provided for Town of Pembroke Park

Effective Date:

October 7, 2020

Provided By:

Ardera
4713 Gann Store Road
Hixson, TN 37343

Provided For:

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

This Sales Agreement is between Town of Pembroke Park ("Client") and Harwood International Corporation dba Ardera ("Contractor").

Sales Agreement Expiration: November 15, 2020

Engagement Resources

Thomas Kosik
Account Executive
thomask@ardera.com
423-298-8855 (m)

Deliverables Overview

Ardera Deliverables are listed below. Highlighted components are included within this proposal:

Services and Support	Data Security, Protection, and Recovery	IT Infrastructure
Ardera Connect IT Managed Services	Microsoft 365 Protection	Email Security
Ardera Services / Support Onsite / Remote	Spear Phishing Protection	Network Security
Infrastructure as a Service	Backup and Recovery	Endpoint Security
	Business Continuity / HA	Email Archive
	Microsoft 365 Email Forensics and Incident Response	Spear Phishing Training
		Data Storage – Flash / Hybrid
		Cloud / Hybrid Cloud
		Converged / Hyperconverged
		Servers / Compute
		Network Switches

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.
Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Deliverables

The Town of Pembroke Park plans to migrate from your current Barracuda Backup Server, Serial Number 585041, to a new Barracuda Backup Server 690.

5-Year Option – Barracuda Backup Server 690

\$51,137.00

Qty	Description	Unit Price	Ext. Price
1	Barracuda Backup Server 690 - 12TB Usable - Appliance	\$9,289.00	\$9,289.00
1	Barracuda Backup Server 690 - Unlimited Cloud Storage - Subscription - 5 Years	\$23,219.00	\$23,219.00
1	Barracuda Backup Server 690 - Energize Updates - Subscription - 5 Years	\$8,356.00	\$8,356.00
1	Barracuda Backup Server 690 - Instant Replacement - Subscription - 5 Years	\$10,214.00	\$10,214.00
1	Shipping - Barracuda (Domestic Ground)	\$59.00	\$59.00
Subtotal:			\$51,137.00

Notes:

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Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Project Pricing and Payment Terms

Purchase Price \$51,137.00
Taxes are not included

Payment Terms Net 30 (upon approval)

Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Sales Agreement to be effective as of the day, month, and year below.

Town of Pembroke Park

Ardera

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Notes:

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3 | Page



Barracuda Backup Server 690 – 12TB Usable – 5-Years

Ardera - Terms and Conditions

1.0. ORDERS; ORDER ACCEPTANCE. The terms and conditions of sale set forth below ("Terms and Conditions") will be the only terms and conditions that will apply to and govern any purchase order accepted by Harwood International Corporation dba The ARDERA Group (aka ARDERA Technologies and Solutions and/or ARDERA), despite any terms or conditions to the contrary incorporated on "Customer / Client" purchase order forms or order blanks and/or otherwise specified by client / customer for your purchase and license of ARDERA's deliverables (collectively, "Product"). Therefore, ARDERA accepts your order conditioned on the express understanding and your agreement that the Terms and Conditions contained herein are the only terms and conditions applicable to your order. ARDERA objects to any other terms and conditions. You agree to submit your orders for "Product" in writing, stating the quantities and descriptions of Product required, applicable purchase prices and license fees, re-quested delivery dates and billing/shipping instructions. ARDERA, in its sole discretion, may accept or reject any non-conforming order at ARDERA Technologies and Solutions' principal place of business in Chattanooga, TN.

2.0. PRICE AND TERMS OF PAYMENT.

(a) Prices. ARDERA quotations constitute an offer to sell Product upon these Terms and Conditions. ARDERA's invoice price for Product ordered by you will be the applicable price in ARDERA accompanying quote in effect on the date ARDERA receives your order. Product prices do not include transportation or installation charges (except as otherwise set forth in ARDERA's then-current installation policy, and/or as specified within quotation documentation), or any sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes or other such charges will be included in ARDERA's invoice as separate items, which you agree to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to ARDERA; (b) Terms of Payment. If your credit worthiness has been approved in advance, ARDERA will grant net thirty (30) day payment terms to you, which shall require you to pay the full invoice price not later than thirty (30) days after the date of ARDERA's invoice. ARDERA issues all invoices upon shipment of Product; (c) Purchase Money Security Interest. Your order constitutes a security agreement, granting to ARDERA a purchase money security interest in Product or Service for the full amount of the purchase price. In order to perfect ARDERA security interest, You agree to execute all instruments that ARDERA, as the secured party, is required to file, or determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code ("UCC") of any state or federal law. Payment in full of the purchase price will release the security interest on that Product; (d) Credit/Allowance. ARDERA reserves the right to invoice you for material not returned within 45 days, for which you have received a credit or a trade in allowance, in the amount of such credit or trade in allowance. (e) All software, services, and support purchases are consumable items; thus, no refunds or returns are permitted after the initial purchase.

3.0. DELIVERY; RISK OF LOSS AND TITLE. All Product(s) shall be shipped to you F.O.B. origin. Risk of loss and/or damage and title to Product (except for software as provided under Section 8(c) below) will pass to you on delivery to the carrier. Unless you have specified a carrier in your purchase order, ARDERA will select the carrier for you with the express understanding that the carrier is not the agent of ARDERA. ARDERA may ship your order in one or more installment(s), which you agree to accept and pay for, unless you have provided ARDERA with prior written notification that you will not accept partial shipments. ARDERA will pack all Product(s) for shipping in accordance with standard commercial practices.

4.0. LIMITED WARRANTY. ARDERA warrants to you, as the original owner, that Products that are original vendor system hardware and or the equivalent provided through vendor partners, hardware option, or accessory, and delivered to you, as originally configured with vendor-based (and/or equivalent vendor) components (collectively the "Hardware"), will be free from defects in materials and workmanship. Unless specified otherwise, Hardware will carry a new warranty based on manufacturers specifications, but may include used parts and/or components that match or exceed the performance and reliability of new parts and/or components. This warranty is effective for the Warranty Period specified in the applicable vendor Warranty Statement provided with the Hardware, beginning on the date of the original shipment of the Hardware. If you discover a defect in the Hardware during the Warranty Period, as your exclusive remedy for breach of warranty, vendor will repair, replace, and/or credit the defective part based on the Vendor's warranty support services. Proof of purchase and a copy of the bill of sale, or packing list for the Hardware, bearing the applicable serial number to establish the original date of your purchase will be required.

5.0 Limitations: This warranty does not apply to any (1) software accompanying the Hardware, which is licensed to you under a separate agreement included with such software, (2) Hardware that has been damaged by abuse, accident, act of God, misuse, misapplication, improper installation, or shipment, and (3) Hardware that has been modified or had its serial number removed or defaced. THE FOREGOING WARRANTY IS IN LIEU OF, AND ARDERA Technologies and Solutions DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARDERA Technologies and Solutions, OR ITS RESELLER PARTNERS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

6.0. LIMITATION OF LIABILITY. IN NO EVENT WILL Harwood International Corporation dba The ARDERA Group BE LIABLE TO YOU FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, DATA, GOODWILL, USE, SAVINGS, REVENUE, OR PROPERTY DAMAGE, WHETHER OR NOT ARDERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA. ARDERA'S LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE/LICENSE FEE OF HARDWARE. IN NO EVENT WILL ARDERA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY YOU OR ANY OTHER PERSON OR ENTITY. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.0. PATENT AND COPYRIGHT PROTECTION. ARDERA will defend you in any suit or proceeding based on a claim that the Hardware purchased under this Agreement, constitutes infringement of any U.S. copyright, patent or trademark. ARDERA, or its solution providers, will pay all settlements or damages awarded against you, provided that you (i) inform ARDERA of such suit or proceeding in writing within ten (10) days of actual notice of a claim, and provide ARDERA with all related information, (ii) grant ARDERA the authority to settle or litigate such suit or proceeding, and (iii) provide all necessary assistance to ARDERA, or its solution providers. You have no authority to settle or litigate such suit or proceeding. Should the Hardware be held to infringe and its use enjoined, ARDERA at its expense, shall have the right to (a) procure for you the right to continue using such Hardware, (b) replace such Hardware with non-infringing Hardware, (c) modify the Hardware to make it non-infringing, or (d) accept return of the Hardware and refund the depreciated value. ARDERA will not be obligated to defend any claim nor be subject to any liability for costs or damages thereof, arising out of or related to: (i) a modification to or use or combination of the Hardware by you or a third party without ARDERA's written consent, (ii) use of infringing Hardware if non-infringing Hardware is made available to You, (iii) continued use of Hardware after you receive notice that the Hardware infringes a U.S. patent, copyright or trademark of a third party; and (iv) a claim that arises out of or is related to Microsoft Windows NT, Linux or UNIX operating system software and Intel microprocessors. THE FOREGOING STATES THE ENTIRE LIABILITY OF ARDERA, OR ITS SOLUTION PROVIDERS, FOR PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY PRODUCT FURNISHED UNDER THE TERMS AND CONDITIONS.

Notes:

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Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

8.0. GENERAL. (a) Product Changes. The OEM companies which provide product to ARDERA may make alterations to Product(s) that it deems necessary to comply with changed safety standards, specifications or governmental regulations, at any time prior to shipment. (b) Force Majeure. In no event will ARDERA be liable for delays or failure to fulfill its obligations hereunder because of acts of God, fire, labor disputes of any nature, accident, supplier failure or delay, insurrection or other causes beyond its reasonable control. (c) Licensed Products. All ARDERA-supplied licensed software products (collectively, "Software") are licensed to you by the appropriate Software Vendor for your use pursuant to Sections 1 through 4 above. When used in reference to Software, the word "purchase" or any derivative words that are used, shall be deemed to mean "license". In all cases, title to Software will remain with its licensors. (d) Use. Product is not designed or intended for use in connection with the actual construction, maintenance, and/or operation of any nuclear facility, aircraft, aircraft communication or aircraft ground support system, life support system or life threatening surgical procedure. ARDERA shall not be liable to you for any claims or damages arising from any use or resale by you to a third party for such purposes. You shall indemnify, defend (with counsel approved in writing in advance by ARDERA) and hold ARDERA harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale. (e) Export. You warrant that you do not intend to, and will not knowingly, export, either directly or indirectly, any Product or any portion of Product, to any country for which such approval is required, without the prior written approval of the Office of Export Administration of the U. S. Department of Commerce or any other applicable U.S. Government agency. (f) Assignment. You may not assign your orders without the prior written permission of ARDERA and any such assignment will be null and void. (g) Resolution of Disputes. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law rules. In the event that any dispute or controversy between the parties arises out of or is related hereto, whether in contract or tort, such dispute or controversy shall be subject to the exclusive jurisdiction of the Tennessee state courts in and for Hamilton County, Tennessee (or, if there is federal jurisdiction, the U.S. District Court for the Southeastern District of Tennessee) and the prevailing party shall recover all of its costs, including reasonable attorneys' fees. (h) Unenforceable Provisions. In the event that any of the above terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining terms and conditions will remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions that most nearly effect the parties' intent hereunder. (i) Complete Agreement. These Terms and Conditions constitute the entire agreement between you and ARDERA regarding your order. Any other prior written or oral agreements existing between us are expressly canceled. You represent that you have not relied on any other representations not expressly contained herein. To be binding on either party, any modification of these Terms and Conditions must be in writing and signed by each other's duly authorized representative.

9. SUMMARY STATEMENT. To the extent represented herein, and in lieu of other specific product information which may be provided by the respective OEM; documentation from the OEM shall supersede this statement.

(rev. 1-05-09)

Notes:

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5 | Page

AGENDA ITEM REPORT



To:

Subject: Upgrade Backup System

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Upgrade for the Town's backup system. The Government contract number is GSA #GS-35F-0511T Line 6 on the quote.

FINANCIAL IMPACT:

This is a budgeted item. The total cost over a five year period is \$ 36,968.26

RECOMMENDATION:

That we use CSPI they have the best prices for the upgrade and they are applying credits for past purchases.

ATTACHMENTS:

[CSPI Quote 0320-18956 5 with Services](#)

[Vology 6568-Q5140317-81740](#)

[100720P Ardera Quote Barracuda Backup 690](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-18956

Date: 10/07/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: Barracuda Backup 690 (5 Year)

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: (954) 701-4345

Email: mpakula@tpfpl.gov

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

Phone: (000) 000-0000

County:

County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	BBS690a	Barracuda Backup Server Appliance 690	\$6,463.18	\$6,463.18
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				Sub Total:	\$36,909.26
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CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMWare, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote.

http://www.cspi.com/wp-content/uploads/2016/07/CSPI_TS_modcomp_TC.pdf

Sales Quote

Quote #: 6568
Created: 10/07/2020
Expires: 10/30/2020

Customer			Contact		Ship To		
Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023			Mark Pakula Phone: (954)701-4345 Email: mpakula@townofpembrokepark.com		Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 U.S.A.		
Account	Payment Method	Terms	Due Date	Account Manager	Scheduled Delivery	Ship VIA	P.O. #
Town of Pembroke Park	Company PO	Net 30	10/30/2020	Harrison Milanian Phone: (813)349-6848 Email: hmlanian@vology.com		Electronic Shipping/Email	

Mfr. Part	Description	Quantity	Per Unit	Extended Amount
Barracuda Backup Server 690 Appliance				
*1 BBS690A	Barracuda Backup Server 690 Mfr: BARRACUDA NETWORKS, INC	1	\$ 11,368.45	\$ 11,368.45
Group Total				\$ 11,368.45
Barracuda Backup Server - 3 Year Subscription				
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Group Total				\$ 51,147.60

Total: \$ 93,204.61
Estimated Taxes: \$ 0.00
Estimated Freight: \$ 0.00

Quote-Total: \$ 93,204.61

DON'T FORGET We stock a full line of CABLES, GBICs and ACCESSORIES

INCLUDE with this ORDER & SAVE!

Memo:

Terms and Conditions

For our warranty and returns policies please visit our website at <https://www.vology.com/company/maintenance-warranty-services/>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This quote will expire 30 days from the quote date above. Prices are subject to change without notice.

Unless noted, this quote does not include shipping charges or taxes. Shipping costs are estimates and vary based on time of purchase, quantity ordered, shipment carrier and warehouse location. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For additional details on shipping, tariffs, duties & taxes, please visit our website at: http://www.vology.com/shipping_and_taxes

Visit our website for Warranty and returns policies at: <https://www.vology.com/company/maintenance-warranty-services/>

Signature: _____

Name (Print) : _____

THANK YOU FOR YOUR BUSINESS!



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Sales Agreement provided for Town of Pembroke Park

Effective Date:

October 7, 2020

Provided By:

Ardera
4713 Gann Store Road
Hixson, TN 37343

Provided For:

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

This Sales Agreement is between Town of Pembroke Park ("Client") and Harwood International Corporation dba Ardera ("Contractor").

Sales Agreement Expiration: November 15, 2020

Engagement Resources

Thomas Kosik
Account Executive
thomask@ardera.com
423-298-8855 (m)

Deliverables Overview

Ardera Deliverables are listed below. Highlighted components are included within this proposal:

Services and Support	Data Security, Protection, and Recovery	IT Infrastructure
Ardera Connect IT Managed Services	Microsoft 365 Protection	Email Security
Ardera Services / Support Onsite / Remote	Spear Phishing Protection	Network Security
Infrastructure as a Service	Backup and Recovery	Endpoint Security
	Business Continuity / HA	Email Archive
	Microsoft 365 Email Forensics and Incident Response	Spear Phishing Training
		Data Storage – Flash / Hybrid
		Cloud / Hybrid Cloud
		Converged / Hyperconverged
		Servers / Compute
		Network Switches

Notes:

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Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

1 | Page



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Deliverables

The Town of Pembroke Park plans to migrate from your current Barracuda Backup Server, Serial Number 585041, to a new Barracuda Backup Server 690.

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1	Barracuda Backup Server 690 - Energize Updates - Subscription - 5 Years	\$8,356.00	\$8,356.00
1	Barracuda Backup Server 690 - Instant Replacement - Subscription - 5 Years	\$10,214.00	\$10,214.00
1	Shipping - Barracuda (Domestic Ground)	\$59.00	\$59.00
Subtotal:			\$51,137.00

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

2 | Page



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Project Pricing and Payment Terms

Purchase Price \$51,137.00
Taxes are not included

Payment Terms Net 30 (upon approval)

Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Sales Agreement to be effective as of the day, month, and year below.

Town of Pembroke Park

Ardera

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

3 | Page



Barracuda Backup Server 690 – 12TB Usable – 5-Years

Ardera - Terms and Conditions

1.0. ORDERS; ORDER ACCEPTANCE. The terms and conditions of sale set forth below ("Terms and Conditions") will be the only terms and conditions that will apply to and govern any purchase order accepted by Harwood International Corporation dba The ARDERA Group (aka ARDERA Technologies and Solutions and/or ARDERA), despite any terms or conditions to the contrary incorporated on "Customer / Client" purchase order forms or order blanks and/or otherwise specified by client / customer for your purchase and license of ARDERA's deliverables (collectively, "Product"). Therefore, ARDERA accepts your order conditioned on the express understanding and your agreement that the Terms and Conditions contained herein are the only terms and conditions applicable to your order. ARDERA objects to any other terms and conditions. You agree to submit your orders for "Product" in writing, stating the quantities and descriptions of Product required, applicable purchase prices and license fees, re-quested delivery dates and billing/shipping instructions. ARDERA, in its sole discretion, may accept or reject any non-conforming order at ARDERA Technologies and Solutions' principal place of business in Chattanooga, TN.

2.0. PRICE AND TERMS OF PAYMENT.

(a) Prices. ARDERA quotations constitute an offer to sell Product upon these Terms and Conditions. ARDERA's invoice price for Product ordered by you will be the applicable price in ARDERA accompanying quote in effect on the date ARDERA receives your order. Product prices do not include transportation or installation charges (except as otherwise set forth in ARDERA's then-current installation policy, and/or as specified within quotation documentation), or any sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes or other such charges will be included in ARDERA's invoice as separate items, which you agree to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to ARDERA; (b) Terms of Payment. If your credit worthiness has been approved in advance, ARDERA will grant net thirty (30) day payment terms to you, which shall require you to pay the full invoice price not later than thirty (30) days after the date of ARDERA's invoice. ARDERA issues all invoices upon shipment of Product; (c) Purchase Money Security Interest. Your order constitutes a security agreement, granting to ARDERA a purchase money security interest in Product or Service for the full amount of the purchase price. In order to perfect ARDERA security interest, You agree to execute all instruments that ARDERA, as the secured party, is required to file, or determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code ("UCC") of any state or federal law. Payment in full of the purchase price will release the security interest on that Product; (d) Credit/Allowance. ARDERA reserves the right to invoice you for material not returned within 45 days, for which you have received a credit or a trade in allowance, in the amount of such credit or trade in allowance. (e) All software, services, and support purchases are consumable items; thus, no refunds or returns are permitted after the initial purchase.

3.0. DELIVERY; RISK OF LOSS AND TITLE. All Product(s) shall be shipped to you F.O.B. origin. Risk of loss and/or damage and title to Product (except for software as provided under Section 8(c) below) will pass to you on delivery to the carrier. Unless you have specified a carrier in your purchase order, ARDERA will select the carrier for you with the express understanding that the carrier is not the agent of ARDERA. ARDERA may ship your order in one or more installment(s), which you agree to accept and pay for, unless you have provided ARDERA with prior written notification that you will not accept partial shipments. ARDERA will pack all Product(s) for shipping in accordance with standard commercial practices.

4.0. LIMITED WARRANTY. ARDERA warrants to you, as the original owner, that Products that are original vendor system hardware and or the equivalent provided through vendor partners, hardware option, or accessory, and delivered to you, as originally configured with vendor-based (and/or equivalent vendor) components (collectively the "Hardware"), will be free from defects in materials and workmanship. Unless specified otherwise, Hardware will carry a new warranty based on manufacturers specifications, but may include used parts and/or components that match or exceed the performance and reliability of new parts and/or components. This warranty is effective for the Warranty Period specified in the applicable vendor Warranty Statement provided with the Hardware, beginning on the date of the original shipment of the Hardware. If you discover a defect in the Hardware during the Warranty Period, as your exclusive remedy for breach of warranty, vendor will repair, replace, and/or credit the defective part based on the Vendor's warranty support services. Proof of purchase and a copy of the bill of sale, or packing list for the Hardware, bearing the applicable serial number to establish the original date of your purchase will be required.

5.0 Limitations: This warranty does not apply to any (1) software accompanying the Hardware, which is licensed to you under a separate agreement included with such software, (2) Hardware that has been damaged by abuse, accident, act of God, misuse, misapplication, improper installation, or shipment, and (3) Hardware that has been modified or had its serial number removed or defaced. THE FOREGOING WARRANTY IS IN LIEU OF, AND ARDERA Technologies and Solutions DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARDERA Technologies and Solutions, OR ITS RESELLER PARTNERS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

6.0. LIMITATION OF LIABILITY. IN NO EVENT WILL Harwood International Corporation dba The ARDERA Group BE LIABLE TO YOU FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, DATA, GOODWILL, USE, SAVINGS, REVENUE, OR PROPERTY DAMAGE, WHETHER OR NOT ARDERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA. ARDERA'S LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE/LICENSE FEE OF HARDWARE. IN NO EVENT WILL ARDERA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY YOU OR ANY OTHER PERSON OR ENTITY. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.0. PATENT AND COPYRIGHT PROTECTION. ARDERA will defend you in any suit or proceeding based on a claim that the Hardware purchased under this Agreement, constitutes infringement of any U.S. copyright, patent or trademark. ARDERA, or its solution providers, will pay all settlements or damages awarded against you, provided that you (i) inform ARDERA of such suit or proceeding in writing within ten (10) days of actual notice of a claim, and provide ARDERA with all related information, (ii) grant ARDERA the authority to settle or litigate such suit or proceeding, and (iii) provide all necessary assistance to ARDERA, or its solution providers. You have no authority to settle or litigate such suit or proceeding. Should the Hardware be held to infringe and its use enjoined, ARDERA at its expense, shall have the right to (a) procure for you the right to continue using such Hardware, (b) replace such Hardware with non-infringing Hardware, (c) modify the Hardware to make it non-infringing, or (d) accept return of the Hardware and refund the depreciated value. ARDERA will not be obligated to defend any claim nor be subject to any liability for costs or damages thereof, arising out of or related to: (i) a modification to or use or combination of the Hardware by you or a third party without ARDERA's written consent, (ii) use of infringing Hardware if non-infringing Hardware is made available to You, (iii) continued use of Hardware after you receive notice that the Hardware infringes a U.S. patent, copyright or trademark of a third party; and (iv) a claim that arises out of or is related to Microsoft Windows NT, Linux or UNIX operating system software and Intel microprocessors. THE FOREGOING STATES THE ENTIRE LIABILITY OF ARDERA, OR ITS SOLUTION PROVIDERS, FOR PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY PRODUCT FURNISHED UNDER THE TERMS AND CONDITIONS.

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

8.0. GENERAL. (a) Product Changes. The OEM companies which provide product to ARDERA may make alterations to Product(s) that it deems necessary to comply with changed safety standards, specifications or governmental regulations, at any time prior to shipment. (b) Force Majeure. In no event will ARDERA be liable for delays or failure to fulfill its obligations hereunder because of acts of God, fire, labor disputes of any nature, accident, supplier failure or delay, insurrection or other causes beyond its reasonable control. (c) Licensed Products. All ARDERA-supplied licensed software products (collectively, "Software") are licensed to you by the appropriate Software Vendor for your use pursuant to Sections 1 through 4 above. When used in reference to Software, the word "purchase" or any derivative words that are used, shall be deemed to mean "license". In all cases, title to Software will remain with its licensors. (d) Use. Product is not designed or intended for use in connection with the actual construction, maintenance, and/or operation of any nuclear facility, aircraft, aircraft communication or aircraft ground support system, life support system or life threatening surgical procedure. ARDERA shall not be liable to you for any claims or damages arising from any use or resale by you to a third party for such purposes. You shall indemnify, defend (with counsel approved in writing in advance by ARDERA) and hold ARDERA harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale. (e) Export. You warrant that you do not intend to, and will not knowingly, export, either directly or indirectly, any Product or any portion of Product, to any country for which such approval is required, without the prior written approval of the Office of Export Administration of the U. S. Department of Commerce or any other applicable U.S. Government agency. (f) Assignment. You may not assign your orders without the prior written permission of ARDERA and any such assignment will be null and void. (g) Resolution of Disputes. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law rules. In the event that any dispute or controversy between the parties arises out of or is related hereto, whether in contract or tort, such dispute or controversy shall be subject to the exclusive jurisdiction of the Tennessee state courts in and for Hamilton County, Tennessee (or, if there is federal jurisdiction, the U.S. District Court for the Southeastern District of Tennessee) and the prevailing party shall recover all of its costs, including reasonable attorneys' fees. (h) Unenforceable Provisions. In the event that any of the above terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining terms and conditions will remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions that most nearly effect the parties' intent hereunder. (i) Complete Agreement. These Terms and Conditions constitute the entire agreement between you and ARDERA regarding your order. Any other prior written or oral agreements existing between us are expressly canceled. You represent that you have not relied on any other representations not expressly contained herein. To be binding on either party, any modification of these Terms and Conditions must be in writing and signed by each other's duly authorized representative.

9. SUMMARY STATEMENT. To the extent represented herein, and in lieu of other specific product information which may be provided by the respective OEM; documentation from the OEM shall supersede this statement.

(rev. 1-05-09)

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

5 | Page

AGENDA ITEM REPORT



To:

Subject: West Law for in-house Attorney

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Required to set up the Legal department for the Town, State contract information 81111902-ACS-17-1

FINANCIAL IMPACT:

The total cost for three years is \$10,710.00

RECOMMENDATION:

Purchase Westlaw for in house Attorney

ATTACHMENTS:

[3YR Pembroke Park Town Attorney Westlaw Contract - Florida Core](#)
[81111902-ACS-17-1 How to Use This Contract \(1\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None



THOMSON REUTERS®

Order Form

Order ID: Q-00920544

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Account Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413 US

Shipping Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413 US

Billing Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$297.50	36	3%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly Charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00920544

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 12/6/2020.



THOMSON REUTERS®

Attachment

Order ID: Q-00920544

Contact your representative matthew.burch@thomsonreuters.com with any questions.
Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number:

Order Confirmation Contact (#28)

Contact Name: Pakula, Mark
Email: mpakula@tppfl.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Mark Pakula
Email mpakula@tppfl.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
	Pembroke Park Town Hall	3150 SW 52ND AVE PEMBROKE PARK FL 33023-5413 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Attorneys	42077755	Gvt - Analytical Plus for Government
1	Attorneys	42077846	Florida State Primary Core for Govt
1	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melissa	Anderson	townattorney@tppfl.gov	EML PSWD CONTACT



How to Use This Contract

Serials and Database Access (81111902-ACS-17-1)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/serials_and_database_access.

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
 - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage.
 - Create a requisition/purchase order in [MFMP Buyer](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders); for additional information, visit https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders.
 - **CATALOG TYPE:** None - Create a requisition and click the 'Create Non-Catalog Item' button. In the 'Supplier' field, use the appropriate contractor's FEIN, as provided on the contract webpage; in the 'State Contract ID' field, select the contract number shown above from the drop-down menu.
 - **COMMODITY CODE:** 83121603, 83121604, 83121605, or select the most appropriate eight-digit commodity code under 55101500, 55111500, 81111900, ; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
 - **METHOD OF PROCUREMENT:** C - Alternate contract source
- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.

Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

Frequently Asked Questions

- Can I purchase from a vendor outside of this contract if they offer better pricing?
 - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
 - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

AGENDA ITEM REPORT



To:

Subject: Rewiring for the first to floors to the new server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Atelecom,Inc will be rewiring the first two floors of data runs and camera runs to the new server room.

FINANCIAL IMPACT:

The total cost is \$15,760.00 quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town uses Atelecom,Inc to install new cabling.

ATTACHMENTS:

[Town of Pembroke Park voice and data cat6 quote 10-13-20](#)

[Town of Pembroke Park Cameras Cabling quote 9-20-20](#)

[Telephoneman wiring160968](#)

[Telephoneman Camera160993](#)

[Town of Pembroke Park - APT Proposal 5827 - IP Cameras](#)

[Town of Pembroke Park - APT Proposal 5805 - Data Runs](#)

Invoice



Atelecom, Inc.

7378 West Atlantic Blvd., #352
Margate, Florida 33063 – 3942
Voice: (954) 495-4409 Fax: (954) 495-4427

Quote
Date: 10-6-20

FOR:

☐ Sales
☒ Service
☐ Other: _____

☐ Repairs
☒ Install

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Cat 6 cable for voice and data to new server room	68	135.00	9,180.00
Cat 6 48 port Patch panel	2	295.00	590.00
Fiber -old server rm to new sever room(225) with parts.	1		1,395.00
Fiber boxes and patch cords			550.00
Remove old cables(low voltage)			800.00
12 - Month Warranty - Parts & Labor			-
Additional Information: any Additional cable runs = \$135.00			-
Deposit = \$6257.50			-
Bal. install after = \$6257.50			-
SUBTOTAL			\$ 12,515.00
SALES TAX			0.00%
TOTAL			\$ 12,515.00

PAYMENT TYPE: ☐ Sales ☐ Credit Card ☐ Net 30 ☐ Check ☐ Cash ☐ Other Specify: _____

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelecom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelecom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelecom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____ Date: _____
Technician's Name: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Atelcom, Inc.

Quote
Date: 9-20-20

☐ Sales
 ☐ Repairs
☒ Service
 ☒ Install
☐ Other:

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
			-
Cat 6 cable for camers(for customer Provided camera)	20	120.00	2,400.00
Cat 6 24 port patch Panel		245.00	245.00
Remove old wire			600.00
			-
			-
<i>12 - Month Warranty - Parts & Labor</i>			-
			-
<i>Additional Information: any Additional cable runs=</i>			-
Deposit = \$1622.50			-
Bal. install after = \$1622.50			-
		SUBTOTAL	\$ 3,245.00
		SALES TAX	0.00%
		TOTAL	\$ 3,245.00

PAYMENT TYPE: ☐ Sales ☐ Credit Card ☐ Net 30 ☐ Check ☐ Cash ☐ Other Specify: _____

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelcom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelcom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelcom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____

Date:

Technician's Name: _____

Date: _____

THANK YOU FOR YOUR BUSINESS!



The Telephone Man
 3400 SW 26 Terrace
 Unit# A3
 Ft. Lauderdale, Florida 33312
 (954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
 Pembroke Park, FL 33023
 954.701.4345

Quote#

160968

Quote Date	Reference#	Sales Person	Contact Name:
09/03/20	Data Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Corning OM3 Armored Fiber optic runs, 6 strand Includes: Termination, LC Ends & Testing 1. From old server rm to new server rm. (140 ft) 2. From first floor air handler rm to new server rm. (60 ft)	1.00	1,750.00	1,750.00
2	Fiber Optic termination box. (1 Wall mount & 1 Rack mount) Includes: LC Fiber Connectors 1. in old server rm to extend existing fiber. 2. 1st floor air handler rm to new server rm for cameras and data	2.00	500.00	1,000.00
3	Cable Run, Catagory 6 Plenum Rated, Up to 125' For Voice & Data at Desk 1st and 2nd fl. data runs Includes: Wall plate, Cat 6 Insert, Labeling & Testing	66.00 ea	110.00	7,260.00
4	Cable Run, Catagory 6 Plenum Rated, Up to 125' 1. from new server rm to 1st fl. air handler rm. for existing switch 2. form new server rm to 2nd fl. air handler rm. for existing switch Includes: Cat 6 Insert/Jack, Testing and Labeling	2.00 ea	110.00	220.00
5	Leviton Cat 6, 48 Port Gigamax Patch Panel	2.00	425.00	850.00
6	Hour(s) Labor Wire demo of old data wire 1st floor- 6 to 8 hours 2nd floor- 6 to 8 hours	14.00 Hour	100.00	1,400.00
7	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Additional Equipment Required: 2ea 48 Port POE Gigabit Switches, 2ea 48 Port Managed Gigabit Switches
 Cat 6 Patch Cords & Fiber Patch Cords

Sub Total 12,780.00

Exempt 2019 (0%) 0.00

Total

\$12,780.00

Authorized Signature _____



The Telephone Man
3400 SW 26 Terrace
Unit# A3
Ft. Lauderdale, Florida 33312
(954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
Pembroke Park, FL 33023
954.701.4345

Quote#

160993

Quote Date	Reference#	Sales Person	Contact Name:
10/13/20	Camera Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Cable Run, Cat 6 Plenum Rated, Up to 125' For Customer Provided IP Camera's Includes: Cat 6 Insert/Jack, Testing and Labeling	20.00	110.00	2,200.00
2	Leviton Cat 6, 24 Port Gigamax Patch Panel	1.00	225.00	225.00
3	Hour(s) Labor Wire demo of old camera wire	6.00 Hour	100.00	600.00
4	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Sub Total 3,325.00

Exempt 2019 (0%) 0.00

Total \$3,325.00

Authorized Signature _____



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach
Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – IP Cameras



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/10/2020
ATTN:	
Quote#	5827

NOTICE OF PROPRIETARY INFORMATION

THE CONTENTS OF THIS PACKAGE ARE CONSIDERED BY ACCESS POINT TECHNOLOGIES INC TO BE PROPRIETARY. THIS DOCUMENT IS INTENDED FOR THE SOLE USE OF THE CUSTOMER AND MAY NOT BE RELEASED TO ANY OTHER VENDOR OR CONTRACTOR WITHOUT WRITTEN PERMISSION FROM ACCESS POINT TECHNOLOGIES.

PROJECT OVERVIEW- Low Voltage Cable Runs

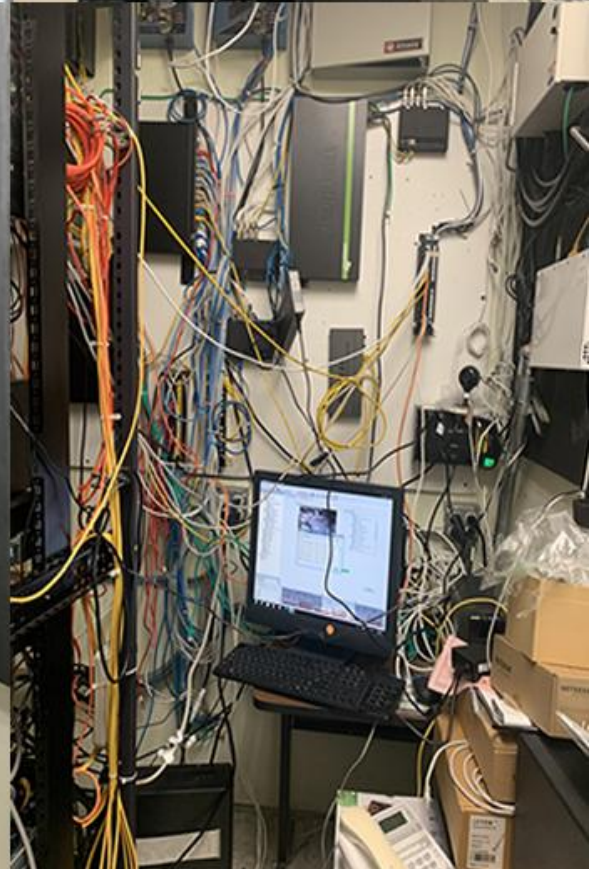
Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for IP Cameras

SCOPE OF WORK (Based on RFQ Provided by Customer)

Material & Labor

- APT will install CAT6 runs for IP Camera Locations according to plan
 - 1st Floor : 17 Cable runs for Camera Locations to NEW MDF 2nd Floor
 - 2nd Floor: 3 Cable runs for Camera Locations to NEW MDF 2nd Floor
 - **Camera installation will be performed by others
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will Label every cable for easy identification
- APT will remove old cabling after completion of the project
- APT will test , and label all the cabling and terminations
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring
- Permit Fees not included





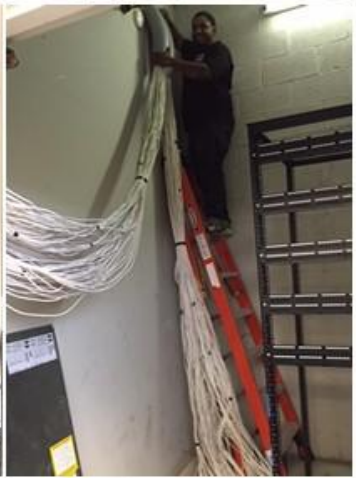
PRICING

Materials & Labor	Price
<u>Material & Labor</u> ▪ <u>APT will install CAT6 runs for IP Camera Locations according to plan</u> ▪ 1st Floor : 17 Cable runs for Camera Locations to NEW MDF 2nd Floor ▪ 2nd Floor: 3 Cable runs for Camera Locations to NEW MDF 2nd Floor ▪ **Camera installation will be performed by others ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will Label every cable for easy identification ▪ APT will remove old cabling after completion of the project ▪ APT will test , and label all the cabling and terminations ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring ▪ Permit Fees not included	
Estimated Total Project Cost CAT6	\$4,136.00

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions







ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach
Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – Data Runs + Demarc Extension



ACCESS POINT
TECHNOLOGIES
A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/06/2020
ATTN:	
Quote#	57805

NOTICE OF PROPRIETARY INFORMATION

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PROJECT OVERVIEW- Low Voltage Cable Runs

Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for DATA Runs CAT6 Plenum + Fiber Extension

SCOPE OF WORK (Based on RFQ Provided by Customer)

- APT will install/run/ connect Total of 76 Plenum Rated CAT6 Cable runs according to plan
 - 1st Floor 37 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan
 - 2nd Floor 39 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan
- CAT 6 Plenum Rated Extension of Demarc + Fiber Extension from Building Across the Street
 - APT will run 1 CAT6 From Demarc Rack Closet to 2nd Floor New IT Room
 - APT will extend existing Single Mode Fiber Link from Building Across the Street to 2nd Floor NEW IT Room
 - OM1 Single Mode 4 Strands Plenum Rated
 - APT will terminate fiber into a wall mount Fiber Enclosure
 - APT will terminate fiber run with SC Connectors
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will supply / install 1 Fiber OM3 with LC Connectors for Firewall connection to switch
- APT will Label every cable for easy identification
- APT will test , and label all the cabling and terminations
- APT will remove old cabling after completion of the project
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring

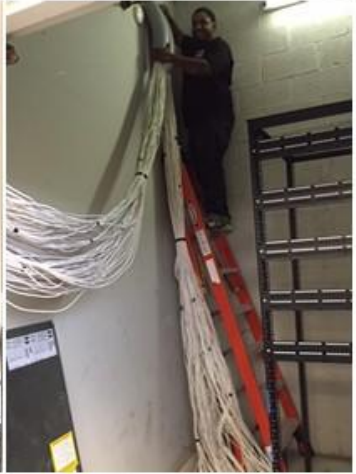
PRICING

Materials & Labor	Price
<u>Material & Labor Option #1 CAT6</u> ▪ APT will install/run/ connect Total of 76 Plenum Rated CAT6 Cable runs according to plan ▪ 1st Floor 37 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan ▪ 2nd Floor 39 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan ▪ <u>CAT 6 Plenum Rated Extension of Demarc + Fiber Extension from Building Across the Street</u> ▪ APT will run 1 CAT6 From Demarc Rack Closet to 2nd Floor New IT Room ▪ APT will extend existing Single Mode Fiber Link from Building Across the Street to 2nd Floor NEW IT Room ▪ OM1 Single Mode 4 Strands Plenum Rated ▪ APT will terminate fiber into a wall mount Fiber Enclosure ▪ APT will terminate fiber run with SC Connectors ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will supply / install 1 Fiber OM3 with LC Connectors for Firewall connection to switch ▪ APT will Label every cable for easy identification ▪ APT will test , and label all the cabling and terminations ▪ APT will remove old cabling after completion of the project ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring	
Estimated Total Project Cost CAT6	\$14,060.98

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions





AGENDA ITEM REPORT



To:

Subject: WIFI for the Townhall.

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to install WIFI on the first two floors of the Town hall.

FINANCIAL IMPACT:

The cost is \$13,552.35 for the equipment and \$3,250.00 for the install quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town order the equipment from Vtechio and use Atelecom to install the equipment.

ATTACHMENTS:

[CAWQ17718](#)

[CSPi Quote 0320-18624](#)

[INSIGHT #0222519106](#)

[Atelecom APs cat 6](#)

[APT Proposal 5790 - WAPs LAST REVISION](#)

[Tellephonman Camera Runs](#)



2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232
www.vTECHio.com

PROPOSAL

CAWQ17718

Oct 6, 2020

Prepared For:

Town of Pembroke Park
Mark Pakula
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
United States

Phone (954) 701-4345
Fax

Presented By:

Jimmy Norton
Jimmy.Norton@vTECHio.com
(954) 541-7181

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Here is the quote you requested.

Terms: Net 30 Days

Description	Unit Price	Qty	Ext. Price
■ SonicWall Switch SWS14-24FPOE - 28 Ports - Manageable - 2 Layer Supported - Modular - 410 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable - 12 Month Limited Warranty	\$650.00	2	\$1,300.00
■ 3YR 24X7 SUP FOR SWITCH SWS14-24FPOE	\$156.00	2	\$312.00
■ SonicWall SonicWave 432o IEEE 802.11ac 1.69 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 2 x Network (RJ-45) - Ceiling Mountable, Wall Mountable 3 year support	\$1,053.00	2	\$2,106.00
■ SonicWall SonicWave 231c IEEE 802.11ac 1.24 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable - 8 Pack 3 year support	\$2,152.00	1	\$2,152.00
■ SonicWall SonicWave 231c IEEE 802.11ac 1.24 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable - 1 Pack 3 year support	\$298.00	1	\$298.00
■ SonicWall SonicWave 432i IEEE 802.11ac 1.69 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 8 Pack 3 year support	\$4,879.00	1	\$4,879.00
■ 10GBASE-SR SFP+ MMF F/FINISAR PERP 850NM 300M DUPLEX LC MSA STANDARD	\$98.67	5	\$493.35
■ REMOTE IMPLEMENTATION CLOUD SVCS REMOTE IMPLEMENTATION CLOUD SERVICE	\$503.00	4	\$2,012.00

Continued On Next Page ...

Description**Unit Price****Qty****Ext. Price****Subtotal**

\$13,552.35

Tax

\$0.00

Shipping

\$0.00

Grand Total**\$13,552.35**

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly

\$0.00 Billed Quarterly

\$0.00 Billed Annually

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such

Page 3 of 17

2 of 2



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-18952

Date: 10/06/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: SonicWall Quote

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: 954-701-4345

Email: mpakula@tpfpl.gov

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

County:

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	2	02-SSC-2468	SONICWALL SWITCH SWS14-24FPOE - SWITCH - 28 PORTS - MANAGED - RACK-MOUNTABLE	\$680.00	\$1,360.00
2	2	02-SSC-4727	SONICWALL SUPPORT 24X7 - EXTENDED SERVICE AGREEMENT - 3 YEARS - SHIPMENT Comments: for Switch SWS14-24FPOE	\$166.00	\$332.00
3	2	01-SSC-2512	SONICWALL SONICWAVE 4320 - WIRELESS ACCESS POINT - W/ 3 YEARS SECURE CLOUD WIFI MANAGEMENT & SUPPORT	\$1,108.00	\$2,216.00
4	1	02-SSC-2433	SONICWAVE 231C WIRELESS ACCESS POINT 8-PACK WITH SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR Comments: (NO POE)	\$2,414.00	\$2,414.00
5	1	02-SSC-2630	SONICWAVE 4321 WIRELESS ACCESS POINT 8-PACK W/ ADVANCED SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR Comments: (NO POE)	\$5,472.00	\$5,472.00
6	1	02-SSC-2097	SONICWAVE 231C WIRELESS ACCESS POINT WITH SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR (NO POE)	\$336.00	\$336.00
7	4	02-SSC-4578	SONICWALL REMOTE IMPLEMENTATION CLOUD SERVICES (CC ORCSC/NSM OR WCM OR CAS)	\$594.00	\$2,376.00
8	5	FTLX8571D3BCL-CSPI	Flinisar Compatible 10GBASE-SR Mini-GBIC	\$72.00	\$360.00
				Sub Total:	\$14,866.00
				Shipping:	\$60.00
				Tax:	\$0.00
				Total:	\$14,926.00

Partial orders and quotes over 30 days from issuance are subject to price change.

CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMware, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

Page 1 of 2

Page 4 of 17

Printed On 10/6/2020 9:55:23 AM

Powered By M.O.E.S

All sales are subject to CSPi terms and conditions unless specifically stated otherwise on the quote.

http://www.cspi.com/wp-content/uploads/2016/07/CSPiTS_modcomp_TC.pdf



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 3

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
FIRST TWO FLOORS
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [222519106](#)
Document Date : 07-OCT-2020
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
02-SSC-2468	SonicWall Switch SWS14-24FPOE - switch - 28 ports - managed - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	657.73	1,315.46
02-SSC-2433	SonicWall SonicWave 231c - wireless access point - with 3 years Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	2,255.11	2,255.11
02-SSC-2097	SonicWall SonicWave 231c - wireless access point - with 3 years Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	307.52	307.52
02-SSC-2630	SonicWall SonicWave 432i - wireless access point - with 3 years Advanced Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	5,111.56	5,111.56

Material	Material Description	Quantity	Unit Price	Extended Price
02-SSC-4727	SonicWall Support 24X7 - Extended service agreement - advance hardware replacement - 3 years - shipment - response time: NBD - for Switch SWS14-24FPOE Coverage Dates: 14-JUL-2020 - 14-JUL-2023 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 252.00 Discount %: 39.421%	2	152.66	305.32
01-SSC-2512	SonicWall SonicWave 4320 - Wireless access point - with 3 years Secure Cloud WiFi Management and Support - 802.11ac Wave 2 - Wi-Fi - Dual Band OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1700.00 Discount %: 39.419%	2	1,029.87	2,059.74
02-SSC-4578	SONICWALL REMOTE IMPLEMENTATION CLOUD SE Coverage Dates: 14-JUL-2020 - 14-AUG-2020 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 685.99 Discount %: 15.146%	4	582.09	2,328.36
FTLX8571D3BCL-LEG	Legrand Finisar FTLX8571D3BCL Compatible 10GBaseSR MMF SFP+ Transceiver TAA - SFP+ transceiver module - 10 GigE - TAA Compliant OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	5	74.00	370.00
			Product Subtotal	14,053.07
			TAX	0.00
			Total	14,053.07

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

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Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Atelecom, Inc.

Quote
Date: 10-6-20

☐ Sales
 ☐ Repairs
☐ Service
 ☒ Install
☐ Other:

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Cat 6 cable and AP SonicWall installed	14	145.00	2,030.00
Cat 6A cable and AP SonicWall installed Outside Unit	2	400.00	800.00
Poe switch installed into customer provided rack			-
Cat 6 48 port patch panel Installed	1	210.00	420.00
			-
<i>12 - Month Warranty - Parts & Labor</i>			-
			-
<i>Additional Information: any Additional cable runs=</i>			-
Deposit = \$1625.00			-
Bal. install after = \$1625.00			-
		SUBTOTAL	\$ 3,250.00
		SALES TAX	0.00%
		TOTAL	\$ 3,250.00

PAYMENT TYPE:	☐ Sales	☐ Credit Card	☐ Net 30	☐ Check	☐ Cash	☐ Other Specify: _____
----------------------	--------------------------------	--------------------------------------	---------------------------------	--------------------------------	-------------------------------	---

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelcom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelcom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelcom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____ Date: _____

Technician's Name: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach
Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – Wireless APs



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/10/2020
ATTN:	
Quote#	5790

NOTICE OF PROPRIETARY INFORMATION

THE CONTENTS OF THIS PACKAGE ARE CONSIDERED BY ACCESS POINT TECHNOLOGIES INC TO BE PROPRIETARY. THIS DOCUMENT IS INTENDED FOR THE SOLE USE OF THE CUSTOMER AND MAY NOT BE RELEASED TO ANY OTHER VENDOR OR CONTRACTOR WITHOUT WRITTEN PERMISSION FROM ACCESS POINT TECHNOLOGIES.

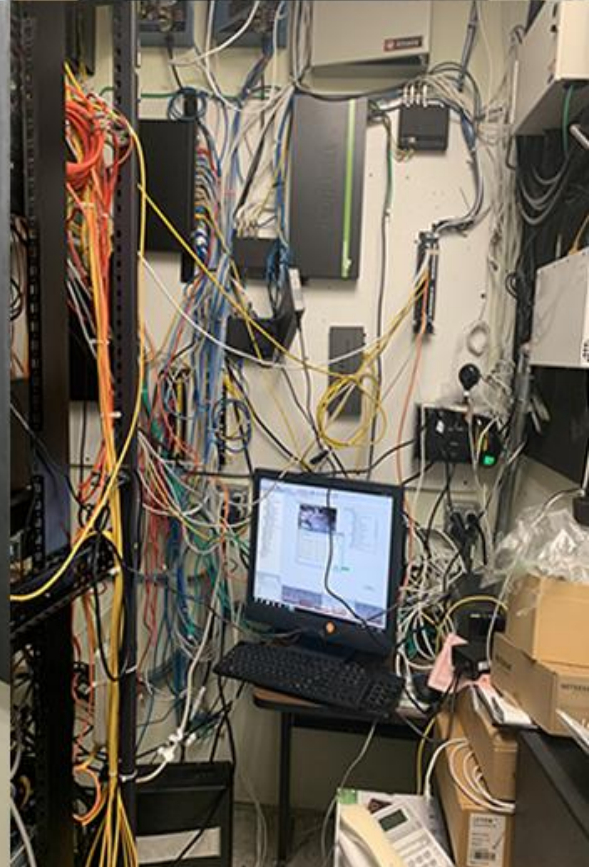
PROJECT OVERVIEW- Low Voltage Cable Runs

Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for Wireless APs

SCOPE OF WORK (Based on RFQ Provided by Customer)

- APT will install/run/ connect Total of 16 Plenum Rated CAT6 Cable runs according to plan
 - 1st Floor North (9 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - 2nd Floor (5 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - External APs (2 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - External APs will be mounted externally on the second floor level, centered to the entrance wall of the building
 - APT will terminate new wiring into existing Patch Panels, and Keystone Jacks + Surface Mount Boxes
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will Label every cable for easy identification
- APT will remove old cabling after completion of the project
- APT will test , and label all the cabling and terminations
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring
- Permit Fees not included





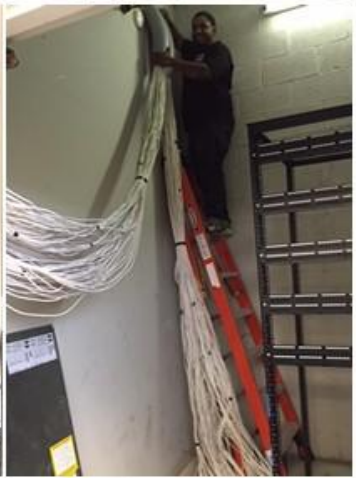
PRICING

Materials & Labor	Price
<u>Material & Labor</u> ▪ <u>APT will install/run/ connect Total of 16 Plenum Rated CAT6 Cable runs according to plan</u> ▪ 1st Floor North (9 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ 2nd Floor (5 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ External APs (2 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ External APs will be mounted externally on the second floor level, centered to the entrance wall of the building ▪ APT will terminate new wiring into existing Patch Panels, and Keystone Jacks + Surface Mount Boxes ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will Label every cable for easy identification ▪ APT will remove old cabling after completion of the project ▪ APT will test , and label all the cabling and terminations ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring ▪ Permit Fees not included	
Estimated Total Project Cost CAT6	\$3,940.00

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions







The Telephone Man
3400 SW 26 Terrace
Unit# A3
Ft. Lauderdale, Florida 33312
(954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
Pembroke Park, FL 33023
954.701.4345

Quote#

160993

Quote Date	Reference#	Sales Person	Contact Name:
10/13/20	Camera Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Cable Run, Cat 6 Plenum Rated, Up to 125' For Customer Provided IP Camera's Includes: Cat 6 Insert/Jack, Testing and Labeling	20.00	110.00	2,200.00
2	Leviton Cat 6, 24 Port Gigamax Patch Panel	1.00	225.00	225.00
3	Hour(s) Labor Wire demo of old camera wire	6.00 Hour	100.00	600.00
4	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Sub Total 3,325.00

Exempt 2019 (0%) 0.00

Total \$3,325.00

Authorized Signature _____

AGENDA ITEM REPORT



To:

Subject: Migration of old Servers and install new servers.

Meeting: DRAFT AGENDA 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

FL State Contract Number 43211500-WSCA-15-ACS

FINANCIAL IMPACT:

This is a budgeted item \$96,685.98 I would ask not to exceed \$100,000.00

RECOMMENDATION:

That the Town use Flagler Technologies for the Server Migration

ATTACHMENTS:

[TPP Dell Infra Refresh V6](#)

[TPP JumpCloud AzureV2](#)

[Purchase Order - Town of Pembroke Park](#)

[Cumlio 365 Backups 70 users](#)

[Town-of-Pembroke-Park-New-Infrastructure-3144-2020-09-22v4](#)

[breakdown](#)

[flagler reso](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 23 2020
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None



Town of Pembroke Park - New Infrastructure - 3144

Quote #003512 v1

Prepared For:

Town of Pembroke Park

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

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

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

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

10.12.2020

Expires:

10.26.2020

Dell Server Storage VMware and Networking

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	Dell State Contract	https://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd	\$0.00	\$0.00
2	210-AKWU	PowerEdge R640 Server	\$6,335.71	\$12,671.42
1	210-AQIF	Dell EMC ME4024 Storage Array	\$25,168.75	\$25,168.75
1	A9662451	Dell EMC NetShelter SX 42U 600mm Wide x 1200mm Deep Enclosure with Sides Black	\$1,829.09	\$1,829.09
2	A7282255	10PK 1U 19IN BLACK MODULAR TOOL LESS BLANKING PANEL	\$51.67	\$103.34
4	210-AEDP	Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, PSU to IO air, 1x AC PSU, DNOS 9	\$4,393.75	\$17,575.00
6	470-ACMO	Dell Networking OM4 LC - LC Fiber Optic Cable (Optics Required) - 3 m - 9.84 ft Fiber Optic Network Cable for Network Device, Switch, Port Extender - First End: 2 x LC Male Network - Second End: 2 x LC Male Network - Orange	\$43.75	\$262.50
1	SRT3000RMXLA-NC	APC by Schneider Electric Smart-UPS SRT 3000VA RM 120V Network Card - 2U Rack/Tower - 3 Hour Recharge - 120 V AC Input - 120 V AC Output - 8 x NEMA 5-20R, 1 x NEMA L5-30R, 1 x NEMA L5-20R	\$3,112.01	\$3,112.01
1	AP8830	APC by Schneider Electric Metered Rack PDU - NEMA L5-20P - 24 x NEMA 5-20R - 120 V AC - 1920 W - 0U - Rack-mountable	\$482.59	\$482.59
2	9EM-00678	Microsoft Windows Server 2019 Standard - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$791.14	\$1,582.28
Subtotal:				\$62,786.98

Flagler Services

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	FLG Services	Complete End to end Services SOW to follow	\$15,835.00	\$15,835.00
40	FLG Services	Support Hours	\$125.00	\$5,000.00
Subtotal:				\$20,835.00

Quote Summary		Amount
Dell Server Storage VMware and Networking		\$62,786.98
Flagler Services		\$20,835.00
Total:		\$83,621.98

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



Town of Pembroke Park - Jump Cloud Azure Files - 3242

Quote #003609 v1

Prepared For:

Town of Pembroke Park

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

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

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

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

09.25.2020

Expires:

10.18.2020

Monthly Services

Description	Recurring	Qty	Ext. Recurring
JumpCloud Pro JumpCloud PRO with Premium Support	\$10.00	55	\$550.00
JumpCloud 1 Year commitment billed monthly	\$0.00	1	\$0.00
Azure Azure Files 7 TB's Estimated will bill actual	\$422.00	1	\$422.00
Monthly Subtotal:			\$972.00

Monthly Expenses Summary	Amount
Monthly Services	\$972.00
Monthly Total:	\$972.00

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



DFS PURCHASE ORDER BUNDLE

The Customer agrees to purchase the product(s) itemized on the quote number indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges. Subject to applicable Dell terms and conditions.

DFS lease terms are subject to Credit Approval.

Additional financial information in the form of financial statements from previous years may be required.

Company Name: Town of Pembroke Park

Federal Tax ID Number - _____

PO # _____

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	60 Month Annual Payments
003512V1	HW/SC/Installation	\$83,621.98	1	\$83	.2000	\$16,724.40
Estimated Property Tax						
TOTALS		\$83,621.98		\$		\$16,724.40

Total PO amount **\$83,621.98**

By (Authorized Buyer): _____

Signature / Date: _____

Title: _____

Phone #: _____

Bill to: (Complete with City State and ZIP)

Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,, FL 33023

Ship to: (Complete with City State and ZIP)

Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,, FL 33023



Town of Pembroke Park - Clumio Back Up 70 Users - 3293

Quote #003670 v1

Prepared For:

Town of Pembroke Park

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

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

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

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

10.09.2020

Expires:

11.08.2020

Clumio O365 Back Up

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
70	Clumio O365	1 year license Clumio O365 backups 1 year retention	\$20.00	\$1,400.00
			Subtotal:	\$1,400.00

Quote Summary	Amount
Clumio O365 Back Up	\$1,400.00
Total:	\$1,400.00

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



SOW 3144

Agreement to Perform Consulting Services to:
Town of Pembroke Park

Project Name: Town of Pembroke Park - New Infrastructure - 3144

Prepared for:

Mark Pakula
Town of Pembroke Park
Information Technology Director
P: 954-701-4345
mpakula@townofpembrokepark.com

Prepared by:

Tony Gonzalez
Flagler Technologies
Solution Architect
P: (561) 847-0801
tony.gonzalez@flagler.io

Flagler Technologies
Sales Representative

Ken Wagner
Flagler Technologies
Account Executive
P: (561) 229-1603
ken.wagner@flagler.io

SOW Agreement Date

THIS STATEMENT OF WORK AGREEMENT ("Agreement") is made on this date September 22, 2020 ("Effective Date") between Flagler Technologies and Town of Pembroke Park.

Project Objective

This project will provide the Town of Pembroke Park with new servers and storage array, as well as a cloud-based directory services solution.

Solution Summary

Flagler Technologies will be installing new hardware (rack, rack-mount power distribution, ups, switches, servers & storage) and installation of the latest supported firmware releases.

Scope of Services

Implement Phase

Rack Installation

- Rack Stack and Cable

UPS Install

- Rack Stack and Cable

PDU Install

- Rack Stack and Cable

48 Port Switch replacement

- Rack Stack & Cable

Move customer equipment to new rack

- Rack Stack and Cable

Dell EMC ME40XX Storage Array

- Site Inventory / Power Plan

- Rack Stack and Cable
- Hardware Firmware
- OS / Hypervisor Install
- Configuration

Dell PowerEdge Rackmount Server Installation

- Site Inventory / Power Plan
- Rack Stack and Cable
- Firmware Maintenance
- OS / Hypervisor Install

JumpCloud Installation

- Create Tenant
 - Create a new tenant in JumpCloud
- Import Users
 - Import Users from Active Directory
 - Import Users from O365
- Reset all passwords
 - Create new temporary passwords for all users
- Create bindings in JumpCloud for all SSO Web Apps
 - Setup JumpCloud authentication to an external application
- Add workstations/servers
 - Install JumpCloud agent on endpoints
 - Run the PC profile migration tool on each PC to move user profile
 - Map JumpCloud users to their corresponding system in JumpCloud
- Policy Creation
 - Work with customer to set up policies in JumpCloud
 - Restrict software installation
 - Prevent windows from storing LAN manager hash (dependent on JumpCloud support)
 - Restrict access to Control Panel (dependent on JumpCloud support)
 - Control access to a command prompt (dependent on JumpCloud support)
 - Disable forced restarts (dependent on JumpCloud support)
 - Disable guest accounts
 - Set minimum password length to 10 characters
 - Disable Anonymous SID Enumeration(dependent on JumpCloud support)

Windows Services

- Install and configure File Server
- Install and configure PrintServer

Azure Files

- Setup Azure File Sync

Project Management

- Serve as the primary point of contact on all project issues, needs, and concerns.
- Facilitate kickoff meeting to review scope and project expectations.
- Maintain a project log to proactively identify and communicate key decisions made, action items to be completed, and risks/issues that may impact scope.
- Schedule and coordinate resources to support the project

Out of Scope Services

Flagler Technologies is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of Scope. All services requested outside of this SOW as detailed above will require a "Project Change Request" (PCR) outlined in the "Project Change Request Procedure" section below before any services are performed.

Project Change Request Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.

Client Responsibilities

End User Customer Requirements

- Provide any background check requirements prior to start of project.
 - All technicians will have a state background check.
 - Provide 14-day notice if work site requires special level of background check for work being completed. School, Law Enforcement, etc.
- Provide contractor ID badge for all technicians. (If required)
- The Customer will provide Flagler Technologies “level 15” (i.e. administrator level) access to all devices so Flagler may gather the required data from the devices (e.g. “show” commands, etc).
- Unless otherwise noted or work is to be performed remotely, the customer will provide a minimum of 10x12 ft. of climate-controlled, secured space with lighting, power, and internet access. This space will be convenient to the general work area and will serve as a staging and storage area for BOM hardware, tools, and testing equipment.
- If the project is put on hold for more than thirty (30) days due to customer delays or the customer fails to engage within thirty (30) days of project award, Flagler may exercise its rights to any or all of the following: reassign resources, invoice for all equipment delivered to Flagler, charge storage fees, require ten (10) business days from the point of reengagement to reallocate resources to the project and request equitable adjustment.
- Town of Pembroke Park is responsible for physical installation of all hardware unless stated otherwise. Flagler is not responsible for the removal of boxes and packing materials provided for the shipment of the Customer equipment.
- Changes to any system that is related to or impacts the solution being installed should be discussed with the assigned Flagler Technologies Project Manager prior to implementation.
- The Town of Pembroke Park is responsible for providing remote access to the environment.
- The Town of Pembroke Park is responsible for providing desired passwords for the new deployments.
- The Town of Pembroke Park is responsible for providing Windows Server ISO for server build.
- **JumpCloud Installation**
 - Clean-up of accounts that will not need to be imported into JumpCloud
 - Once shown how to deploy JumpCloud Agent on the end-user machines, its the client responsibility to deploy after tested and documented in the customer environment

Key Assumptions

The general assumptions for all projects include the following:

- All work will be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays unless otherwise agreed to in advance.
- Flagler Technologies observes the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- Additional charges apply if the technician has to return to site for any reason outside of the technician's control.
- All equipment is not onsite
- Location/area is not ready for install
- Site contact is not available when technician arrives, and technician is turned away.

Deliverables

Flagler Technologies has completed its responsibilities to this Statement of Work when the following deliverables are completed:

- **Rack Installation**
- **UPS Install**
- **PDU Install**
- **48 Port Switch replacement**
- **Move customer equipment to new rack**
- **Dell EMC ME40XX Storage Array**
- **Dell PowerEdge Rackmount Server Installation**
- **JumpCloud Installation**
- **Windows Services**
- **Azure Files**

Services Pricing

The fees associated with this engagement are shown in the following table. Amounts shown are in \$USD:

Project Name: Town of Pembroke Park - New Infrastructure - 3144

Project Price: \$15,835.0

Billing Milestones:

Upon project completion - \$15,835.00

*Flagler Technologies reserves the right to invoice the customer 100% of the project cost if upon arrival to site the technicians are turned away.

**Flagler Technologies reserves the right to invoice the customer 50% of the total project cost if the job is canceled in less than 24 hours of technicians arriving onsite.

Pricing is valid for **(30)** days. Service provider requires advanced notice for scheduling of resources.

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below. By affixing my signature below, I hereby authorize Flagler Technologies to perform the services detailed in this proposal, and I accept all the terms and conditions governing the delivery of, and payment for, those services.

Accepted:

Accepted:

By: Town of Pembroke Park

By: Flagler Technologies

Name: Mark Pakula

Name:

Title: Information Technology Director

Title:

Date: _____

Date: _____

Standard Terms and Conditions

Flagler Technologies will perform in accordance with this Statement of Work (the 'SOW') effective on the date agreed upon by Town of Pembroke Park and Flagler Technologies. When mutually signed (executed), this SOW becomes contractually binding on Flagler Technologies and Town of Pembroke Park under the terms and conditions herein. As a matter of policy, Flagler Technologies normally collects sales tax in accordance with applicable state law. Town of Pembroke Park acknowledges and agrees that the charges set forth on this SOW do not include local, state or federal use, excise, personal property or other similar taxes or duties, and that such taxes will be added to the service fees to be paid by Town of Pembroke Park. There will be added to all charges amounts equal to any taxes, however designated, levied or based on such charges or on this SOW or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable by Flagler Technologies in respect to the foregoing, exclusive, however, of taxes based on net income.

Any information, whether protected by patent or copyright, including, but not limited to, programs, files, specifications, plans, business information, technical information, or other data either written or otherwise (hereinafter "Information"), which has been furnished or disclosed by Town of Pembroke Park to Flagler Technologies (or Flagler Technologies delivery partners), or by Flagler Technologies to Town of Pembroke Park, its employees, or agents shall remain property of the originating party and shall be considered proprietary Information by the receiving party, its employees, or agents. Information shall not be reproduced, published, or disclosed to any third party (except as noted Flagler Technologies delivery partners) without prior written consent of the originating party. All copies of any and all information furnished or disclosed (except for 'Deliverables' listed by this SOW) shall be returned to the originating party immediately upon written notice. Subject to any specific limitations set forth, each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from a breach of this SOW by the indemnifying party. The representations made here shall survive for one (1) year from the termination of this SOW and all claims for indemnification must be made within that one (1) year period. Flagler Technologies's liability is based on a deliverable site basis, and will not exceed the total amount (fixed cost or cost estimate) of this SOW. Flagler Technologies shall not be liable to Town of Pembroke Park for any delay or failure by Flagler Technologies to fulfill its obligations under this SOW or otherwise if such delay or failure arises from any cause or causes due to Force Majeure. Flagler Technologies makes no warranties as to any software and /or hardware manufactured by a third party which it uses to provide services pursuant to the terms of this SOW. In no case will Flagler Technologies be liable for any loss of business data, use or interruption.

	Breakdown for server migration				
	Year 1	Year 2	Year 3	Year 4	Year 5
Flagler Hardware	16724.40	16724.40	16724.40	16724.40	16724.40
Jump Cloud	11664.00	0.00	0.00	0.00	0.00
Backup system	1400.00	0.00	0.00	0.00	0.00
TOTAL	29788.40	16724.40	16724.40	16724.40	16724.40

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC FOR COMPUTER PRODUCTS AND SERVICES; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELL FINANCIAL SERVICES, LLC TO FINANCE A PORTION OF THE PROJECT EXPENSES; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is currently undertaking a comprehensive project to upgrade the computer hardware equipment and software systems to increase the efficiency, storage capacity and security of the Town's computer technology system; and

WHEREAS, the Town staff has requested proposals from qualified computer technology vendors to design and install a computer technology system to enable the Town to migrate information from the Town's existing servers to a cloud based storage system and Town server storage system; provide and install new computer servers to replace the Town's current computer servers; provide and install the required software to operate the new computer system; provide instruction to Town staff as necessary on how to operate the new system; and provide licensing rights for the use of the computer software; and

WHEREAS, Town staff has reviewed the proposals the Town received to complete the aforesaid project and determined that Flagler Technologies, LLC presented the proposal which meets the requirements to complete the project; and

WHEREAS, the Florida Department of Management Services has selected Flagler Technologies, LLC as an authorized reseller of the Dell computer equipment and services, which

is the type of equipment required to complete the Town's project; and

WHEREAS, the proposal presented by Flagler Technologies, LLC does not exceed the cost for the equipment and services as approved by the Florida Department of Management Services; and

WHEREAS, Section 2-126(c)(5), Pembroke Park Code of Ordinances, allows the Town to utilize competitively solicited proposals from other government agencies provided the solicitation meets the conditions of the ordinance; and

WHEREAS, Town staff has determined it is in the Town's best interest to finance a portion of the project expenses with Dell Financial Services, LLC; and

WHEREAS, it is necessary for the parties to enter into written agreements setting forth the terms and conditions for the provision of the equipment and services necessary for the project and for the financing of project expenses.

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

Section 1: That the above stated recitals are true and correct and are incorporated herein by reference.

Section 2: That the Town is authorized to make and enter into an Agreement with Flagler Technologies, LLC to provide all the components necessary to complete the aforesaid project, said Agreement being on file with the Town Clerk and by reference made a part hereof. The Agreement shall be for a five year term. The first term of the Agreement cost \$27,988.40 (Twenty Seven Thousand Nine Hundred and Eighty Eight Dollars and Forty Cents) and the remaining four years shall cost \$16,724.40 (Sixteen Thousand Seven Hundred and Twenty Four Dollars and Forty Cents) per year.

Town of Pembroke Park
Resolution No. 2020-

Section 3: That the Town is authorized to make and enter into an Agreement with Dell Financial Services, LLC to finance a portion of the project expenses, said Agreement being on filed with the Town Clerk and by reference made a part hereof.

Section 4: That upon approval of the Agreement with Flagler Technologies, LLC and Dell Financial Services, LLC by the Town staff, the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Agreements for and on behalf of the Town.

Section 5: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 7: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of November, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

Town of Pembroke Park
Resolution No. 2020-

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Agmt with FN24804E.docx

Service Proposal



Dade (305) 949-2133
Broward (954) 981-2133

Licensed & Insured / CFC # 1426354 / 1426229

A to Z Statewide Plumbing
2215 SW 58th Terrace
West Park, FL 33023
Dade - (305) 949-2133
Broward - (954) 981-2133
www.atozstatewideplumbing.com
service@atozstatewideplumbing.com

Proposal Submitted To

Town of Pembroke Park

Phone

On File

Date of Plans

Sep 17 2020

Street

3150 SW. 52nd Ave.

City, State, and Zip Code

Pembroke Park, FL 33023

Technician

Eben

Job Name

Water Line Replacement

Job Location

Underground Meter to 1-1/2 connection

Job Phone

We Hereby Submit Specifications and Estimates for:

Arrive on location nonbusiness hours with assistance, material and equipment after calling locations to mark the area we will set up the Saw and excavation equipment and begin cutting through the asphalt. We will then begin excavation through the road rock and into the sand creating trench from water meter into inch and a half copper water supply at the curb. We will then disassemble outdoor water meter fittings after shutting the water service down and we will begin plumbing new 2 inch lead free copper through the trench adapting utilizing frameless technology to the existing water supply leading to the back flow. We will return the water service and we will test the area ensuring piping is intact no leaks . We will then begin backfilling with sand and we will compact area placing road rock back in place. Asphalt cannot be our responsibility we will barricade the area and asphalt will have to be done by another contractor hired by Pembroke Park. A-to-Z state wide plumbing also cannot be responsible for any unknown underground utilities. We are rerouting this waterline. Permit and inspection fees are not included if requested and required.

Payment to be Made as Follows

We Hereby Propose to Furnish Material and Labor to Complete in Accordance with the Above Specifications, for the Sum of:

\$10,697.35

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Jobs totaling \$1,000.00 and above shall be subject to a 50% deposit and 50% upon completion. At management discretion we reserve the right to require an increased deposit amount as we deem necessary to cover material & subcontractor expenses.

Permit, Expediter & Process fees are Not included & will be charged accordingly.

Technician's Signature



This Proposal May be Withdrawn by A to Z Statewide Plumbing if not Accepted Within 15 Days.

I understand that I am ordering services and/or custom product(s) manufactured to my personal and unique specifications, which cannot be cancelled after the expiration of the 3-day right-to-cancel period. Custom orders cannot be returned or refunded, except for warranty repair/replacement due to failure to meet the specifications.

I understand and acknowledge the 3-day right-to-cancel period.

Date of Acceptance

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Plumber Mikes Inc
2411 SW 58 Way
Hollywood, FL 33023
954-630-9717 Office
954-894-7921 Fax
License # CFC 1428374

CUSTOMER DETAILS:	
Date:	09/28/2020
Proposal Submitted To:	Town of Pembroke Park
Address:	3150 SW 52 nd Avenue Pembroke Park Fl. 33023
Phone:	954-275-2350
Email:	mjacques@tppfl.gov
Job:	To change domestic water service line from meter to shut off
Attn:	Miriam Jacques

Project Specifications: TO CHANGE WATER SUPPLY FROM GALVANIZE TO SCH 80PVC

- To obtain building permit for installation of new water service.
- Upon approval of permit to cut asphalt square, excavate & run approximately 65 linear feet of two inch SCH 80 PVC piping to 2" shut offs.
- To supply & install (1) two inch shut off valve.
- To have inspection with the City of Pembroke Park.
- To backfill & compact with Lime Rock preparing for asphalt.
- To allow 48 hours for area to settle for re-asphalt.
- To have the final inspection with the City of Pembroke Park.

*****ASPALT WILL BE COLD PATCHED NOT HOT PATCHED*****

*****Not responsible for sod replacement*****

Exclusions/Clarifications:

Page # 2 for 3150 SW 52nd Avenue Pembroke Park Fl. 33023

Plumber Mike's Inc. reserves the right to refuse or to stop the job at any time due to unsafe or due to unforeseen conditions that may change the scope of work.

In the event of an unforeseen condition that may change the scope of work. Plumber Mike's Inc. Will immediately notify customer, evaluate the conditions and submit an amended proposal to the customer to solve the problem. If Plumber Mike's Inc. & customer agree on the amended proposal, customer shall sign the amended proposal and Plumber Mike's Inc. work shall continue immediately. If no agreement can be reached Plumber Mike's Inc. shall collect payment for the portions of the work completed up to the time the job stopped due to unforeseen conditions, and the customer agrees to hold Plumber Mike's Inc. harmless and waive any right to seek either: (1) Specific enforcement of the entire job; (2) compensation in lieu of specific performance to complete the entire job. In this scenario no penalties will apply to Plumber Mike's Inc.

This proposal is only for type B or C soil conditions as defined by the Occupational Safety and Health Administration ("OSHA"). Should we Plumber Mike's Inc. find type A (as defined by OSHA) or coral rock soil conditions, there will be an additional \$3,500.00 charge. Plumber Mike's Inc. shall provide amended proposal to the customer to sign in the event Type A or coral rock conditions are found.

All work performed pursuant to this proposal work will carry a 1 year warranty on labor. The manufacturer's warranty shall apply to all material.

This proposal sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Customer acknowledges that he/she has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this proposal, except for those set forth in this proposal.

In the event the customer breaches this proposal (including, but not limited to, the failure to make payment). Plumber Mike's Inc. may institute an action to specifically enforce the terms of the proposal, in addition to any other legal or equitable relief permitted by law and/or by this proposal. In the event that a legal action is brought to enforce the terms of this proposal, the prevailing party shall be entitled to recover its court costs, including all attorney's fees up through and including any appeals. In the event of any dispute arising from this proposal, customer agrees that any litigation shall be filed in Broward County, Florida and that the laws of the state of Florida shall apply to the litigation of said dispute.

Project Cost:	
Total Job:	\$6,500.00

PAYMENT: 50% DEPOSIT AT START, BALANCE DUE UPON COMPLETION

Authorized Signature for Plumber Mike's Inc



Our workers are fully covered by Workers Compensation Insurance.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

NOTE: This proposal is valid for 30 days.

Authorized Signature: _____ Date: _____

Proposal



6299 Johnson Street
Hollywood, Fl. 33024
(954) 961-5527
Fax: (954) 962-1521

Date: 10/5/2020
To: _____
Of (company): Town of Pembroke Park
3150 SW 52nd Ave, Hollywood,
City, State, Zip: FL 33023
Phone # (954) 966-4600
Good until: 11/5/2020
Project name: Water Service replacement

We propose to furnish all material and perform all labor necessary to complete the following:

- 1) Excavate from water meter location to existing main water valve at building.
- 2) Furnish and install new 2" PVC schedule 40 water service from meter to building.
- 3) Remove asphalt where necessary to install new piping.
- 4) Install new 2" backflow preventor at meter.
- 3) Backfill where excavated with existing dirt.

Exclusions

- 1) Repair and or Replacement of Unmarked Utilities
- 2) Sod and or Landscape Repair and or Replacement
- 3) Excess Fill Removal
- 4) Existing Finishes
- 5) Permits and Processing fees
- 6) Patching of Asphalt driveway

We propose to furnish material and labor, complete in accordance with above specifications, for the
Sum of Four Thousand Nine Hundred Ninety Five Dollars \$

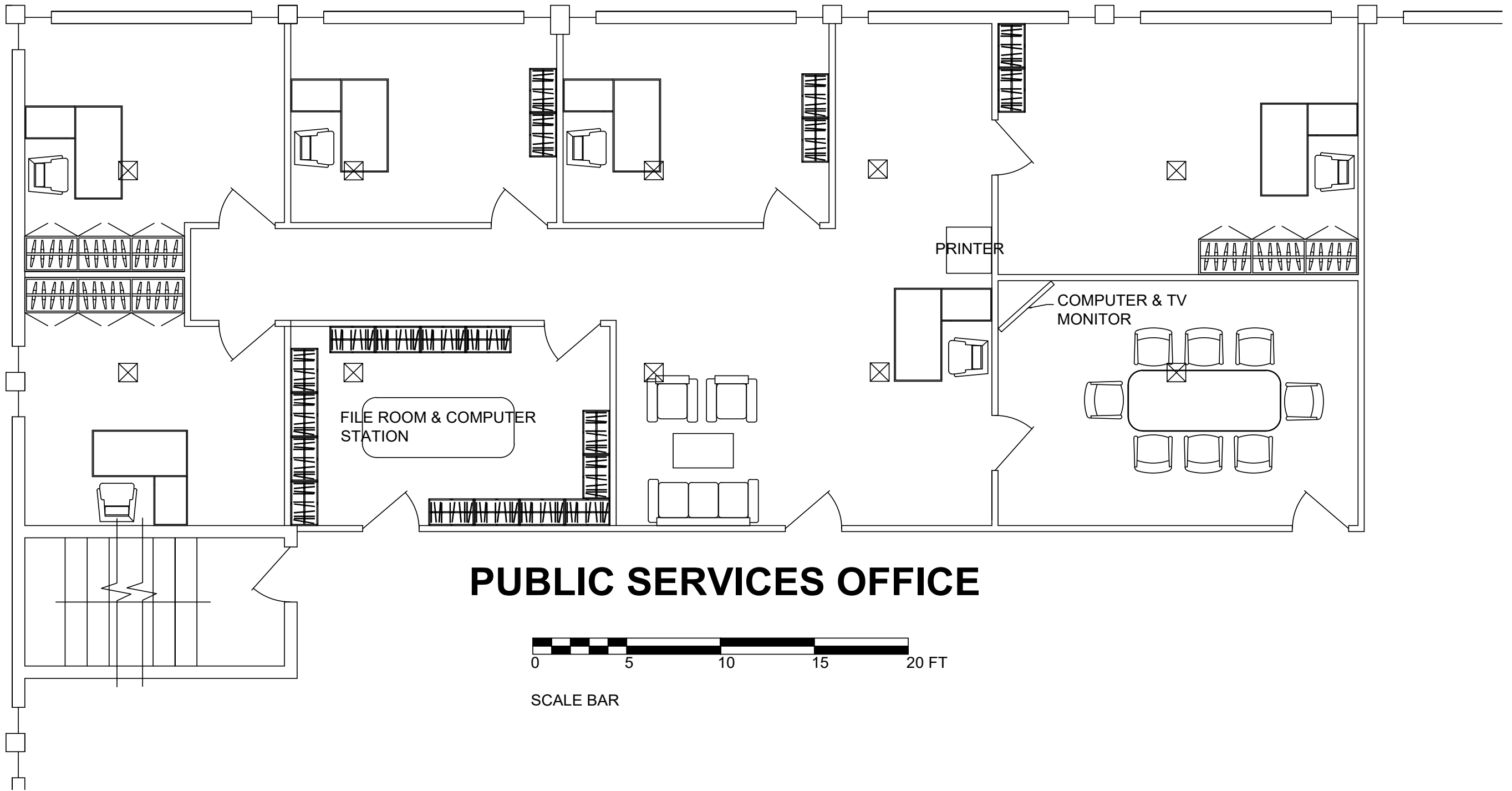
4,750.00

Payments to be made as follows: 50% upon Acceptance of Proposal \$2375.00
50% upon Completion of work \$2375.00

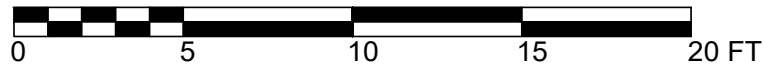
Contractor's Signature: _____

Acceptance of proposal - The above price, specifications, terms and conditions are hereby approved and accepted by the undersigned Owner. Contractor is authorized to do the work as Specified. Payment shall be timely made as outlined above. In the event of non-payment, Contractor shall be entitled to recover from Owner all costs of collection, including Contractor's reasonable attorneys fee's and cost's, without regard to whether litigation is commenced, together with interest on any unpaid balance at the rate of twelve percent per annum.

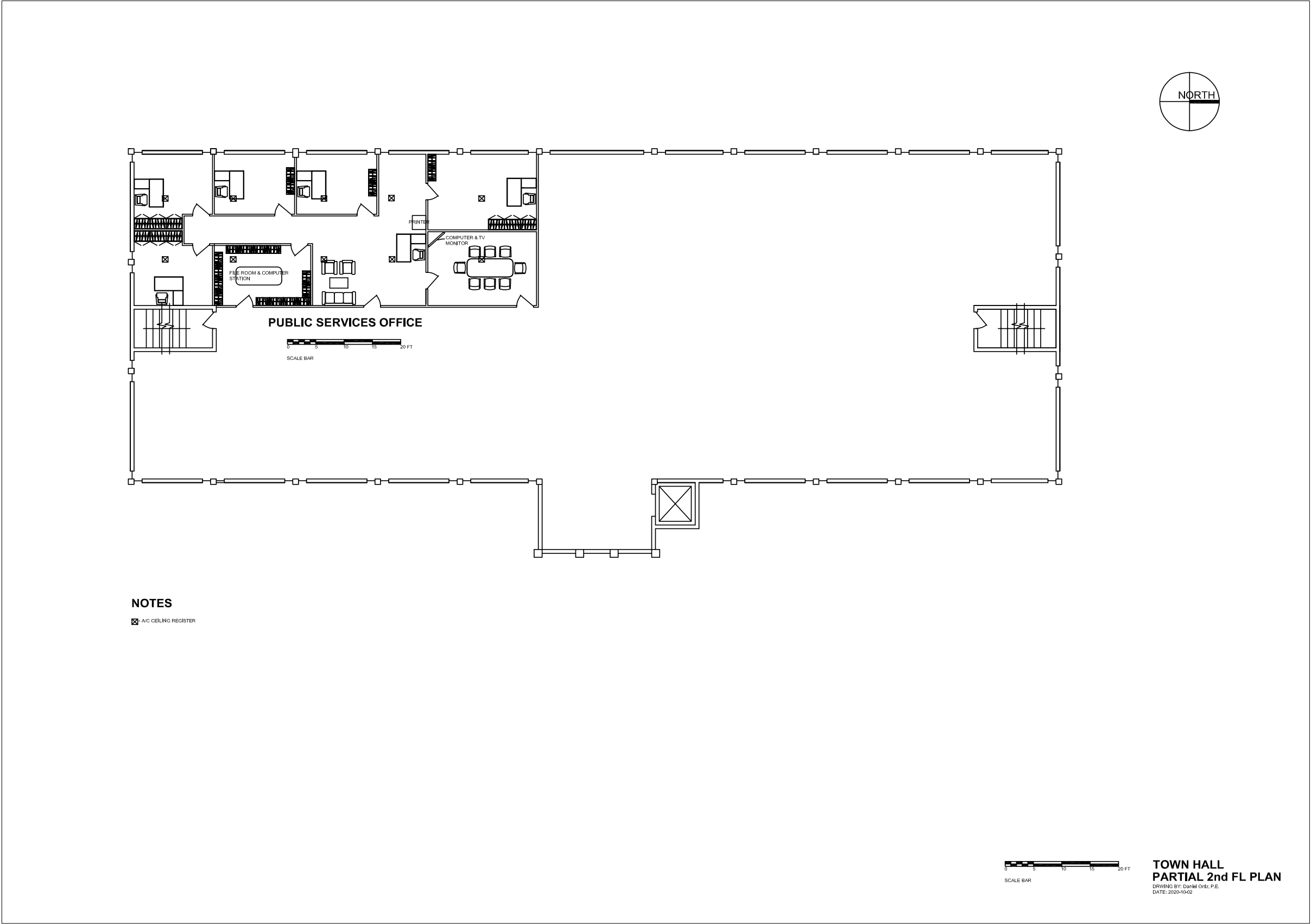
Signature of Owner's or
Authorized Representative: _____



PUBLIC SERVICES OFFICE



SCALE BAR



Select Year: 2020 ▼ Go

The 2020 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

166.031 Charter amendments.—

(1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.

(2) Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter.

(3) A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. This section shall be supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2).

(4) There shall be no restrictions by the municipality on any employee's or employee group's political activity, while not working, in any referendum changing employee rights.

(5) A municipality may, by unanimous vote of the governing body, abolish municipal departments provided for in the municipal charter and amend provisions or language out of the charter which has been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the State Constitution or Federal Constitution.

(6) Each municipality shall, by ordinance or charter provision, provide procedures for filling a vacancy in office caused by death, resignation, or removal from office. Such ordinance or charter provision shall also provide procedures for filling a vacancy in candidacy caused by death, withdrawal, or removal from the ballot of a qualified candidate following the end of the qualifying period which leaves fewer than two candidates for an office.

History.—s. 1, ch. 73-129; s. 1, ch. 86-95; s. 1, ch. 90-106; s. 43, ch. 90-315; s. 45, ch. 94-136.

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ARTICLE VIII. - CHARTER AMENDMENTS

Footnotes:

--- (3) ---

State Law reference— *Charter amendments, F.S. § 166.031.*

Sec. 8.01: - Charter amendment.

- (1) *Initiation by ordinance.* The commission may, by ordinance, amend this Charter, except that amendments affecting the following subjects shall require approval by referendum of the electors:
 - (a) Terms of elected officers and manner of their election.
 - (b) Distribution of powers among elected officers.
 - (c) Matters prescribed by this Charter relating to appointive boards.
 - (d) Any change in the form of government.
 - (e) Any other subject so provided by general law.
- (2) *Initiation by petition.* The electors of the city may propose amendments to this Charter by petition signed by at least ten (10) percent of the total number of qualified electors registered to vote in the last regular city election.
 - (a) *Form and content.* All papers of a petition shall be uniform in size and style, shall be in a form designated by the city clerk and shall be assembled as one (1) instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the proposed Charter amendment.
 - (b) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof, stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the proposed Charter amendment.
 - (c) *Certification of petition.* Upon certification of the sufficiency of the petition by the city clerk, such certification to include the validity of the names on the petition as qualified electors registered to vote in the last regular city election, the commission shall place the proposed amendment to a vote of the electors at the next regular election held not less than sixty (60) days after certification or at a special election called for such purpose.
- (3) *Charter review committee.*
 - (a) *Creation.* There is created and established a body to be known as the City of Hallandale Beach

Charter Review Committee. The committee shall be made up of individuals appointed by the city commission on or before the first Tuesday of November, 2019, by motion of the commission, and again every eight (8) years thereafter, on or before the first Tuesday of November, and shall continue to exist until the committee renders the report described in subsection (g) of this section. This provision shall not be construed to preclude the city commission from appointing a Charter review committee at any other time.

- (b) *Appointment and membership.* Each city commissioner shall nominate one (1) member of the Charter review committee. Nominations shall be approved by a majority vote of the city commission. The city commission shall select two (2) additional committee members by majority vote in an effort to assure diversity within the committee.
- (c) *Purpose.* The purpose of the committee shall be to meet on a periodic basis, as needed, to identify and address issues of concern to the city relevant to its Charter.
- (d) *Duties.* The duties of the committee shall be to study the existing city Charter with the view to improve the Charter so as to provide for the preservation of the general health, welfare and safety of the inhabitants of the city, and to make recommendations to the city commission for amendments and/or revisions to the Charter. The committee shall act only in an advisory capacity to the city commission.
- (e) *Organization.*
 - 1. After selection of the members of the committee, the first meeting of the committee shall be called by the city manager, who shall explain the duties of the committee and call for the election of the committee's chairman and vice-chairman.
 - 2. The members of the committee shall elect a chairman and a vice-chairman. The chairman shall set the time, date and place of the meetings.
 - 3. The committee may adopt such internal procedures and rules as may be necessary to carry out its functions, including but not limited to, policies relating to attendance.
- (f) *Meetings.*
 - 1. Notice. All meetings of the committee shall be open to the public, and public notice of such meetings shall be provided as is practical, and all meetings will maximize the use of electronic media.
 - 2. Quorum. A quorum shall consist of a majority of the members.
 - 3. Action of committee. The affirmative vote of at least four (4) members of the committee shall be required to carry out the functions of the committee.
- (g) *Report.* Within six (6) months of the committee's first meeting, the committee shall prepare a written report to the city commission detailing its findings and recommendations, a copy of which shall be available in the office of the city clerk for public review.

(Ord. No. 84-19, § 2, 9-4-1984; Ord. No. 2003-28, § 2, 11-18-2003; Ord. No. 2012-07, § 1, 5-2-2012)

Editor's note— Ord. No. 2012-07, § 1, adopted May 2, 2012, did not specifically amend § 8.01; hence, inclusion herein as subsection 8.01(3) was at the editor's discretion.

State Law reference— Municipal annexation or contraction, F.S. ch. 171; required signatures, F.S. § 166.031; Charter amendment procedure, F.S. § 166.031.

September 18, 2020

I, Vice Mayor Clark, am requesting a Special Election pursuant to the Town of Pembroke Park, Charter, Section 11 – Filling vacancy for unexpired term.

Sincerely,

HPC
Vice Mayor

Vice Mayor Howard Clark

**Town of Pembroke Park
Clerk's Office**

SEP 18 2020

Received

and West Hollywood Hills";

3. District 3, comprising the area generally referred to as "Miami Gardens";
and
4. District 4, comprising the area generally referred to as "Lake Forest."

(2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.

(3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. - [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State Law reference— Oath of office, F.S. § 876.05.

Sec. 11. - [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. - Appointing powers.

Town Clerk

From: John Way <jway@browardsoe.org>
Sent: Tuesday, September 15, 2020 3:11 PM
To: Town Clerk
Subject: RE: Special Election

Dear Deputy Clerk,

The SOE has indicated there will be no additional elections scheduled other than the 3 already scheduled for this year. That would make the municipal elections held March 9, 2020 the next election your municipality can take part in. Having said that I will get with Finance and have them work up and estimate to take part in the 2021 March Municipal

Please let me know what we can do to assist you with this request.

John Way
Director of Candidate & Elections Services
Broward County Supervisor of Elections
115 South Andrews Avenue, Room 102 • Ft. Lauderdale, FL 33301
Office: 954-712-1960 • Mobile: 954-592-7785
www.browardsoe.org

Under Florida law, most e-mail messages to or from Broward County Supervisor of Elections Office are public records available to inspect or copy upon request. Therefore, any e-mail message made or received by the Supervisor's Office, inclusive of any e-mail address contained therein, may be subject to public disclosure.

From: Town Clerk <townclerk@tppfl.gov>
Sent: Tuesday, September 15, 2020 2:05 PM
To: John Way <jway@browardsoe.org>
Subject: Special Election

Good afternoon,

Our Mayor ran for State Representative and resigned effective November 4th. I am researching options. The Commission has asked that I provide them with the approximate cost and date to hold a Special Election.

Can you please advise.

Thank you

Effective immediately Please forward any future emails being sent to townclerk@townofpembrokepark.com to townclerk@tppfl.gov

Thank you.

Regards,



Supervisor of Elections
www.browardsoe.org

MEMORANDUM

TO: Marlen Martell

FROM: John Way
Director of Candidate & Elections Services

DATE: September 16, 2020

SUBJECT: 2021 Municipal Election Cost Estimate

As required by Florida Law, please review the estimate for Municipalities for costs to conduct your election during the March 2021 Municipal Election. Keep in mind this is only an estimate based on past costs and turnout associated with his type of election.

Municipality	Estimated Cost
Pembroke Park	\$8,700.00

Please call me with any questions at (954) 712-1960.

Pembroke Park Organizational Analysis

OEL WINGO MANAGEMENT CONSULTING SERVICES

PREPARED BY: OEL WINGO, PH.D., ICMA-CM

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

Contents

OVERVIEW	1
Summary of Best Practices Recommendations.....	3
SECTION I: TOWN CHARTER	8
Findings and Conclusions	8
Best Practice Recommendations.....	9
References	10
SECTION II: GOOD GOVERNANCE BEST PRACTICES	11
Code of Conduct	11
Conflict of Interest.....	11
Transparency and Accountability	11
Internal Controls and Segregation of Duties	12
Policies, Guidelines and Procedures.....	12
SECTION III: COMMISSION AND GOVERNANCE	13
Findings and Conclusions	13
Best Practices Recommendations	13
References	18
SECTION IV: ORGANIZATIONAL STRUCTURE ANALYSIS	19
Findings and Conclusions	19
Functional Departmentalization.....	21
Staffing Ratios.....	22
Best Practices Recommendations	23
SECTION V: POSITION AND FUNCTIONAL ANALYSIS	25
Contract and Grants Manager	25
Findings and Conclusions	25
Best Practices Recommendations	26

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

References	26
Administrative Assistant to the Commission/Special Events Coordinator:	27
Findings and Conclusions	27
Best Practices Recommendations	27
Town Manager.....	28
Findings and Conclusions	28
Best Practice Recommendations.....	30
References	30
Administrative Services Director	31
Findings and Conclusions	31
Finance/Budget/Procurement	32
Human Resources/Staff Management	35
Records Management	36
Best Practices Recommendations	37
Finance/Budget/Procurement	37
Human Resources/Staff Management	37
Records Management	37
Public Services Director	38
Findings and Conclusions	38
Best Practices Recommendations	39
References	39
SECTION VI: POLICIES AND PROCEDURES	40
Financial Policies and Procedures	41
References	44
Purchasing Policies and Procedures	44
References	44
Records Management	45

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

References	45
Personnel Policies and Procedures and Handbooks	46
References	46
Table of Abbreviations.....	49
Attachments	50
Attachment 1: List of Interviewees	50
Attachment 2: Documents Reviewed.....	51
Attachment 3: OIG Recommended Actions from Final Report.....	52
Attachment 4: Bob Inzer's Final Report	53
Attachment 5: Florida Attorney General Legal Opinion.....	59
Attachment 7: Standard Operating Procedure Template	64
Attachment 8: Average Salaries of Municipal Officials	65
Attachment 9: Pembroke Park Employee Salaries.....	66
Separate Attachments:.....	68
Charter Review: Sixth Edition, Guide for Charter Commissions, National Civic League.....	68
Governance: The Florida Municipal Officials Manual Published by the Florida League of Cities.....	68
Town Manager: Recruitment Guidelines for Selecting a Local Government Administrator	68
Documents Provided Via Drop Box Links:	68
Commission Procedures:.....	68
Procurement Procedures	68
Financial Policies and Procedures	68
Records Management Policies and Procedures.....	68
Personnel Policies and Procedures	68

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

OVERVIEW

The Town of Pembroke Park (Town) contracted with Dr. Oel Wingo, of Oel Wingo Management Consulting Services (OWMCS) to complete an organizational analysis to include recommendations for Operational and Procedural Manuals as a direct response to the investigation by the Broward Office of the Inspector General (**OIG**) and the resultant issuance of "Final Report Re: Misconduct and Gross Mismanagement in the Town of Pembroke Park's Procurement of Professional Engineering Services."

The OWMCS Organizational Analysis and recommendations are based on

1. Interviews with all relevant stakeholders available the week of March 5 thru 9, 2018 (*Attachment 1*).
2. A review of selected town records and documents (*Attachment 2*).
3. A review of two investigatory reports to the Town:
 - Broward Office of the Inspector General, Final Report Re: Misconduct and Gross Mismanagement in the Town of Pembroke Park Procurement of Professional Engineering Services (*Attachment 3*).
 - Bob Inzer, Florida League of Cities Advisor, Final Report to the Town of Pembroke (*Attachment 4*).

The goal of this organizational analysis is to provide best practices recommendations to

- Ensure a more efficient and effective organization and
- Address the inadequacies, incompetencies and poor management practices identified not just by OWMCS, but by the OIG, Bob Inzer, and the Town's Auditors.

OWMCS recommendations are based on proven local government best practices. The list below provides a summary of some of the organizations that contribute to the local government best practices knowledge base. With the wealth of information available any size community can easily access information on how best to provide public services and efficiently and effectively meet the needs of their citizens.

- State Institutes of Local Government – These institutes are associated with state universities and many have created best practices data bases.
- Government Finance Officers Association provides Best Practices Advisories and Manuals
- International City County Managers Association provides manuals and databases recommending local government best practices including "Human Resource Management in Local Government: An Essential Guide, 3rd Edition (PDF)"
- National Association of State Procurement Officials – "NASPO-Contract Administration Best Practices Guide"
- National Institute for Public Procurement (NIGP)
- Florida Association of Public Procurement Officials, Inc.
- National Contract Management Association (NCMA)
- America's Crown Communities - Awards for America's Crown Communities are presented annually by *American City & County* to recognize local government projects that are unique, cost-effective and have a short- and long-term impact on the community. Program descriptions are available for past winners.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- Innovations in American Government - Sponsored by the Ash Center for Democratic Governance and Innovation in Harvard's Kennedy School, the Innovations in American Government Awards is the nation's preeminent program devoted to recognizing and promoting excellence and creativity in the public sector. The program highlights exemplary models of government innovation and advances efforts to address the nation's most pressing public concerns. The Innovations Database is searchable by year, location and topic/theme.
- National League of Cities (NLC) City Showcase - The City Showcase is NLC's premier program celebrating city achievements.
- NACo Achievement Award Program - The National Association of Counties' Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. Awards are given in 21 distinct categories including children and youth, criminal justice, county administration, environmental protection, information technology, health, and many more.
- United Nations Institute Against Corruption.

The next Section summarizes all the Best Practices Recommendations included in this report.

Summary of Best Practices Recommendations

Description of Recommendation	Whose Responsible?	By Date
Section 1 Town Charter	Commission and Town Attorney	April, 2018
• Initiate a Charter Review Process: Timeline as follows:	Commission and Town Attorney	April, 2018
• Training	Commission and Town Attorney	April, 2018
• Contract for an independent, third party review of the Charter by a Municipal Certified Attorney	Commission and Town Attorney	April, 2018
• Appoint a representative Charter Review Commission	Commission and Town Attorney	May, 2018
• Review and approve the revised Charter and recommendations for adoption by the citizens.	Commission and Town Attorney	Sept, 2018
• Referendum	Commission and Town Attorney	Nov, 2018
Section II Good Governance	Commission/Town Manger	All
• Establish Codes of Conduct for compliance by the Board and the staff including Conflict of Interest.	Commission/Town Manger	processes in place and consistently followed by December 2018
• Make all public records easily accessible to maximize accountability. Transparency in government enables full accountability that ensures actions and use of the public tax payer revenues is justified and those responsible are held accountable.	Commission/Town Manger	
• Establish effective internal controls and segregation of duties in important processes.	Commission/Town Manger	
• Develop guidelines/ policies and procedures for all major functions, such as fiscal management, procurement, records management and staff administration and update on a regular basis.	Commission/Town Manger	
• Define the roles and responsibilities of each level of staff or specific posts and make them known to all staff (Job Descriptions).	Commission/Town Manger	
• Train all Board members and Staff on all policies at orientation and periodically.	Commission/Town Manger	

Pemproke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

Description of Recommendation	Whose Responsible?	By Date
Section III Commission and Governance		
• Adopt Rules of Order and Follow them. • Establish a logical, consistent Agenda Process to include: • Procedure for Non-Agendaed Items • An Agenda Summary Report for every item. • Agenda Deadlines for submitting and Posting online • Minutes Procedures and Deadlines (including posting online) • Establish processes that promote citizen involvement, transparency and accountability to include posting of agendas and minutes in a timely manner. • Develop a Training program for the Board to include team building, governance, and effective meetings. • Implement Annual Strategic Planning Workshops.	<u>Commission</u> Commission Commission/Town Manager/Clerk Commission/Town Manager/Clerk Commission/Town Manager/Clerk Commission/Town Manager/Clerk Commission/Town Manager/Clerk Commission/Town Manager/Clerk Commission/Town Manager/Clerk	September 2018
Section IV Organizational Structure		
• Reorganize based on a functional departmentalization thus reducing the number of managers for a more efficient and effective organization. To include: • Reduce the number of executive level managers from three to one, dropping the Assistant Town Manager positions. The Town Manager is still the only executive level position reporting directly to the Commission. • Reduce the number of named mid-level managers from eight (8) to two (2). Current Town managers include Public Works, Parks, Code Enforcement, Billing & Business Tax Receipts (BTR), Clerk, Finance and Budget, Building and Information Technology.	<u>Commission/Town Manager</u> Commission/Town Manager Commission/Town Manager Commission/Town Manager	May 2018

Description of Recommendation	Whose Responsible?	By Date
Section V: Position and Functional Analysis	Commission/Town Manager	
• Establish a certified Contract & Grant Manager position	Commission/Town Manager	May 2018
• Review and consider rebidding all the Town's major contracts.	Commission/Town Manager	Oct. 2018
• Establish and dedicate an Administrative Assistant to the Commission.	Commission/Town Manager	May 2018
Town Manager		
• Amend Section 2-94 to add the necessary powers to the Town Manager position.	Commission	May 2018
• Hire an interim Town Manager	Commission	July 2018
Finance & Accounting		
• Discuss and make proper changes as needed to address staff incompetencies and mismanagement.	Commission/Town Manager/Town Attorney	May 2018
• Contract with an outside firm to perform a complete a forensic audit of the Finance and Budget Office to find and correct any and all financial and budgetary errors and report back to the Commission in a timely manner.	Commission/Town Manager/Town Attorney	May 2018
• Provide regular monthly budget revenue/expenditure reports to management and elected officials to ensure efficient management of budget.	Administrative Services and Finance	May 2018
• Perform regular internal audits to ensure all procedures are being followed.	Administrative Services and Finance	June 2018
• Utilize NIGP recommended resources to develop Procurement Requests for Proposal	Administrative Services and Finance	June 2018

Description of Recommendation	Whose Responsible?	By Date
Staff Management		
Contract for a comprehensive pay plan study.	Commission/Town Manager/Town Attorney	May/June 2018
Schedule a comprehensive pay plan study to occur every three to five years as needed.	Administrative Services	Ongoing
Develop and maintain a comprehensive pay plan approved annually for any adjustments as part of the budgetary process.	Administrative Services	July 2018
Provide all employees with a Manual& Require a signed receipt.	Administrative Services	Oct 2018
Create and update job descriptions for all employees on a regular basis and give copies to employees when hired or when description changes. Require a signed receipt.	Administrative Services	May 2018
Train all supervisors on proper staff management and supervisory practices annually.	Administrative Services	July 2018
Records Management		
Establish the necessary forms, checklists, and internal processes to ensure compliance and internal controls consistent with all applicable laws.	Administrative Services/Clerk	July 2018
Perform annual internal audits of records management in all divisions to ensure adopted procedures are being followed.	Administrative Services/Clerk	July 2018
Public Services		
The Public Works/Public Services Department should institute Best Practices Operational Procedures consistent with the APWA recommendations..	Public Services	Oct 2018
The Public Services Department should develop, maintain and review Standard Operating Procedure for all functions within the Public Services Department. .	Public Services	Oct 2018
		Complete

Pemroke Park Organizational Analysis
 Prepared by: Oel Wingo, Ph.D., ICMA-CM

Description of Recommendation	Whose Responsible?	By Date
Section VI: Develop, Implement Policies and Procedural Manuals		
• Finance & Accounting & Budgeting	Town Manager/Administrative Services	no later than Oct 2018
• Records Management	Town Manager/Administrative Services	
• Personnel	Town Manager/Administrative Services	
• Public Works Standard Operation Procedures	Town Manager/Public Services	

3/29/2018

Page 7 of 72

SECTION I: TOWN CHARTER

FINDINGS AND CONCLUSIONS

The Town has operated, over the last twenty plus years, as a quasi-Commission form of government. Commissioners originally served as Town Department Heads with assigned duties and responsibilities established by the Town Charter.

As the management of local government became more complex and time consuming, Commissioners began to appoint 'Town employees' to assist them, consistent with Section 16 of the Charter. Gradually, the bulk of the Commissioner's job duties were shifted to Town employees, with oversight from the Commission. Apart from the creation of the Finance/Budget Director in 1983, the Town Planner and Engineer, in 1984 and finally a Town Manager in 1991, No Charter reviews/amendments or substantive ordinances were adopted to clarify the transition from Commission to Manager form of government. The antiquated 'department head' assignments remained in the Charter.

The ambiguity created by the outdated Charter may be at the core of the organizational culture that steered the Town into the inefficiencies and mismanagement identified by the OIG (**Attachment 3**).

(13) Determine what it means for Commissioners to "have charge of" Town departments and uniformly apply that meaning, including, if appropriate, rearranging the Town's organizational chart to delineate direct reporting to the Mayor, vice Mayor, and other Commissioners;

(14) Review the Town Code provisions that specify that the Town engineer, Town Manager, and finance and budget are appointed by and serve at the pleasure of the Commission for potential clarification or change and, if appropriate, rearrange and republish the Town organizational chart;

Bob Inzer's Report (**Attachment 4**) further outlines the lack of clear direction in the outdated Charter as well as failure to abide by provisions of the Charter. Mr. Inzer recommends a comprehensive Charter Review conforming the Charter to established practices and organizational structure.

Charter: The Town Charter was adopted in 1957 and I could not determine if there has ever been a comprehensive review of the Charter in the intervening 60 years. The Charter as written is a Commission form of government whereby the Commission is responsible for the day to day operations of the government. In 1991, the Commission adopted Ordinance 91-5-1 which established a Town Administrator. It charged the Administrator (sometime thereafter the then Administrator and Commission began referring to him as the Town Manager) with ensuring policies were followed but failed to charge him with developing policies for Commission approval.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The Ordinance provided that he¹ attended all Commission meetings, but for 10 years, with the Commissions approval, he has been absent at Commissions meetings while he attended meetings for the Town of Plantation where he served on the Commission. The Ordinance does not charge him with supervision over any employees except the Executive Department, but as a matter of course, all employees reported to him and, to the extent, that they had evaluations, he did them. Merit raises and any adjustments in pay were made by the Manager without specific Commission approval. Department Directors indicated they had authority to hire and fire employees under them with managers approval. Department Heads were hired and fired by the Commission but I failed to see any circumstances in the past 15 years of their involvement in evaluating specific Department heads or other employee or operational oversight.

Recommendations: The Commission should undertake a comprehensive review of the Charter. They should hire a facilitator, that is familiar with Charter reviews to assist them and make them aware of their options and the implications of those choices. As noted above, the Charter provides for a Commission form of government, however, there is little evidence that the Town has operated as a Commission form during the past 25 plus years. Many former cities/Towns with Commissioner forms of government have evolved into either a Commission-Manager or Commission-Strong Mayor form of government and there are relatively few Commission governments remaining (less than three in Florida today). Government has become increasing complex with federal, state and local requirements and vesting the day to day management responsibilities with a lay Commission is very difficult. The Commission should conform their Charter to align with their current structure, which is effectively a Commission-Manager form of government.

In summary, while substantial change occurred within the organization, in some cases implemented by ordinance, the Charter has not been reviewed or modified to replace outdated language and legislative inconsistencies, which contributes to a lack of clarity resulting in unclear lines of authority and accountability. The following recommendations address these inadequacies.

BEST PRACTICE RECOMMENDATIONS

- ☐ Initiate a comprehensive Charter Review Process. The Charter Review Process should include a revision that requires the Charter to be reviewed and updated on a regular basis. Many cities review every ten years to address cultural and statutory changes affecting governance. The recommended timeline for the review is:
- ☐ April 2018: Florida League of Cities (FLC) Charter Review Process Training Workshop with Commissioners.

¹ He is used as a gender-neutral pronoun throughout this document.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- ☐ **April 2018: Contract for an independent, third party review of the Charter by a Municipal Certified Attorney to provide an analysis of the elements of the Charter to include a summary of ambiguous, outdated and conflicting language, inconsistencies between Charter and current practices and possible recommendations to be shared with a Charter Review committee**
- ☐ **May 2018: Appoint a representative Charter Review Commission and Initiate the Charter Review Process. The Town Attorney should manage this Committee to ensure all actions comply with statutory requirements and for preparation of final ordinances and or referendum language.**
- ☐ **September 2018: Review and approve the revised Charter and recommendations for adoption by the citizens.**
- ☐ **November 2018: Vote on proposed amendments by referendum**

REFERENCES

- **Attachment 5:** "Florida Attorney General Legal Opinion" (FS: Chapters 165, 166 and 171).
- **Separate Attachment:** "Sixth Edition, Guide for Charter Commissions", National Civic League
- **Separate Attachment:** "The Florida Municipal Officials Manual" published by the Florida League of Cities

SECTION II: GOOD GOVERNANCE BEST PRACTICES

Good governance is about implementing the best policies and processes for making and implementing good decisions. Good governance shares common characteristics, which should be implemented throughout a government organization to meet the expectations of the electoral base efficiently and effectively. Good governance is about accountability, the rule of law, transparency, inclusiveness, and responsiveness as well as efficiency and effectiveness. Apply the following Best Practices Recommendations consistently and uniformly across all functions of the organization.

CODE OF CONDUCT

- ☐ **Establish Codes of Conduct for compliance by the board² members and the staff including consistent with federal and state laws.**
- ☐ **Conduct orientation for newly-appointed board members and staff to familiarize them with the Code and arrange refresher sessions periodically to raise their awareness.**

CONFLICT OF INTEREST

A conflict of interest situation arises when the “private interests” of a board member or staff compete or conflict with the interests of the organization or their official duties. “private interests” include any financial or other personal interests of the board member or staff concerned, his family members or other relations, his personal friends, the clubs and associations to which he belongs, any other groups of people with whom he has personal or social ties, or any person to whom he owes a favor or is obligated in any way.

- ☐ **Establish clear rules and procedures for Conflict of Interest consistent with all applicable laws.**
- ☐ **Require board members, staff, contractors, and, if applicable, volunteer workers to declare any actual or perceived conflict of interest as and when it arises, particularly when they are engaged in any procurement or staff recruitment.**
- ☐ **Design a standard form for declaration of conflict of interest and specify the line of reporting and the follow up action required.**
- ☐ **Establish a system to manage the declared conflict of interest and to record the declarations and actions taken to mitigate the conflict (e.g. to require the person, who has declared a conflict of interest, to abstain from the discussion of a matter under consideration).**

TRANSPARENCY AND ACCOUNTABILITY

- ☐ **Make all public records easily accessible to maximize accountability. Transparency in government enables full accountability that ensures actions and use of the public tax payer revenues is justified and those responsible are held accountable.**

² Board refers to the elected official, which may be designated as a Commission or Council.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

INTERNAL CONTROLS AND SEGREGATION OF DUTIES

Effective internal control is important for an organization as it helps prevent corruption, malpractice and fraud. The following are general guidelines for the organization as a whole; however, each government function should establish internal controls specific to the job performed.

- ☐ Segregate the duties in important processes as far as practicable (e.g. assigning different persons to source suppliers and to draw up the requirements in procurement).
- ☐ Arrange random checks or case audits on important processes, particularly those performed by a single staff member.
- ☐ Conduct internal audits on major operations if resources permit.
- ☐ Require proper documentation of the activities carried out and decisions made to provide an audit trail (e.g. approval and making of payments, screening and selection of candidates in recruitment, resolutions finalizing Board actions).
- ☐ Build in security safeguards that protect data and records in the computer system (e.g. restriction on data access and amendments, and audit trail functions).
- ☐ Require unit heads and supervisors to make spot checks during the processes of major activities, covering all material and exceptional/abnormal items, to deter and detect irregularities.
- ☐ Require unit heads to make regular reports on the major activities to the senior management and Board to facilitate monitoring, including statistical analyses, deliverables and matters of concern, if any.
- ☐ Establish a user-friendly channel for collection of views from both service users and the staff.
- ☐ Assign an independent staff member at the appropriate level to investigate any irregularities reported.
- ☐ Provide for a whistle blower process to Report any suspected corruption, malfeasance or fraud.

POLICIES, GUIDELINES AND PROCEDURES

- ☐ Develop guidelines/ policies and procedures for all major functions, including financial management, procurement, records management and staff administration.
- ☐ Clearly define the roles and responsibilities of each level of staff or specific posts and make them known to all staff (Job Descriptions).
- ☐ Specify the delegated authorities for decision making in respect to various activities (e.g. approval of financial commitments for purchases).
- ☐ Review and update the policies, procedures and guidelines on a regular basis to ensure concurrency and applicability. Ensure they are accurate, complete, and current at all times revising as needed to reflect changes in processes.
- ☐ Make the policies and procedures available to all personnel (preferably online).
- ☐ Timely communicate significant changes to all affected personnel to ensure they are aware of any revisions to their daily duties and responsibilities.
- ☐ Orient new employees and provide annual training to all employees to ensure procedures continue to be understood and followed.
- ☐ Require signed receipt of job descriptions, manuals and training to track accountability.

SECTION III: COMMISSION AND GOVERNANCE

FINDINGS AND CONCLUSIONS

Good governance needs the leadership of a competent and committed governing body insisting on ethical practices in the conduct of all public businesses and services. Lack of formal governance procedures during Commission meetings may have contributed to some of the issues the Town of Pembroke Park is currently facing including a lack of accountability for actions, mis-communication, and lack of follow through on Commission discussion items and decisions.

According to the Town webpage the process for Commission meeting is as follows:

Works Shops: *Meetings of the Town Commission are held the first Wednesday of each month in the afternoon. These are WORKSHOPS. These Workshops are unstructured discussions. No voting can occur, but all the major discussions about each topic on the agenda will happen. The Commission spends many hours at these Workshops discussing every relevant point to an issue.*

Formal Voting Meetings: *Workshops are held one week before the actual Voting Meeting, which is held in the evening starting at 7:00pm. These meetings are televised in order for all citizens to view them, even if they cannot attend the Commission Meeting in person. It is at these formal meetings (the second Wednesday of each month), that formal votes are taken on all issues.*

Based on my observations of a Commission meeting, review of previous Commission documents and interviews, the Commission has not consistently followed best practices for good governance and policy making. Meetings are chaotic, and argumentative. The current agenda format does not follow any logical order of business and lacks sufficiently documented staff backup. Agendas and minutes are not prepared in a competent and timely fashion thus limiting transparency and the availability of accurate records needed to foster good decision making and clearly establish accountability.

The following recommendations are intended to provide a logical and rational approach to organizing agendas and governance procedures to ensure maximum efficiency, effectiveness, transparency and accountability.

BEST PRACTICES RECOMMENDATIONS

☐ **Adopt Rules of Order and Follow Them**

It is the responsibility of the Chair to ensure that all members have an opportunity to speak and one member does not dominate the discussion. Adopt a simplified version of standard procedural rules and require all members and staff to follow the standards, which should be referenced if there is a conflict. Allow the Town Attorney to give guidance and direction to ensure orderly and legally conduct of business.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- ☐ Provide training for the current Commission and orient new members on “Effective Meeting Management” and “Good Governance”. New members should be encouraged to participate in the annual Florida League of Cities training available to newly elected officials.
- ☐ Establish a Standardized Logical Agenda Format, consistent across all meetings, to ensure accountability and follow through at subsequent meetings.

Business meetings should flow in a logical and consistent order so that board members and the public understand and have a clear picture of what is happening. Arrange agenda items in a logical order with separate groupings of Action (policy) and Non-Action (non-policy items).

Action items are all those items needing a vote including but not limited to Ordinances, Resolutions, Purchases over a certain amount. Consider adopting all non-ordinance action items with a resolution as a method of clearly documenting majority intent for the record.

Consent items are action items that are grouped for a single vote on all items. These may include purchase orders, final contract approval etc. – The City Attorney should clarify what those items might be under the existing Charter. Consent items may be pulled from the consent agenda at the beginning of the meeting (at the time the meeting agenda is moved for approval) thus amending the agenda accordingly for the meeting.

Non-Action items includes discussion of specific issue or status updates. These are not items presented for a vote, although consensus may be requested. If an item is discussed which may need future action, this should be made clear during the discussion. The Town Manager should track these requested action items (including information requests) and assign staff responsibility to resolve and prepare the necessary response, including an action or non-action status update, at the next meeting.

List all Discussion items, such as Commissioner or staff updates, near the end of the agenda. Group these items by Commissioner or staff member to facilitate flow of information.

Items not on the Discussion Agenda, should be brought up under New Business to be agendaed and considered at the next meeting.

- ☐ Establish a Clear Procedure for Handling Non-Agendaed Items:

The Town should include in the adopted rules of procedure the process for adding an item to the agenda after the publicly noticed meeting begins. In general, no items may be added to the agenda without an additional 24-hour notice to the public. The notice must be made in the same manner as the original posting. After a meeting has been called to order (under the agenda item: Approval of Agenda), there are three types of items which may be added to the agenda, if approved by the Commission.

- An **Information only item** does not require a vote or action of council may be added to an agenda.
- **Action items with public comment**, which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- **Action item without public comment**, which is a final action or for which public comment has not been or will not be received, may be added to the agenda by a two-thirds vote of the members present and voting and a finding of an **emergency or exigent circumstances**-“requiring immediate attention or needing to be dealt with immediately.” The exigent circumstance exception should not be used if it is possible to schedule a properly noticed, called meeting to deal with the issue to be discussed.

☐ **Require an Agenda Summary Report for all Agendaed Items:**

An Agenda Summary Report, Table Two: Agenda Summary Report Template, should be utilized consistently for all meetings of the Commission. The Agenda Action Item, whether it is a policy or non-policy item should be researched by staff and all pertinent information should be included to ensure an informed decision by the elected body.

All relevant facts including any financial, regulatory, or statistical data, should be included for informed decision making by elected bodies. Since decision makers rely on the facts provided in reports, it is imperative that the information be accurate, complete, concise, objective, and provided on a timely basis.

☐ **Establish Agenda Deadlines**

Establish agenda deadlines and stick to it! All items should be submitted in the required format to the clerk no later than one full week prior to the scheduled meeting or similar schedule determined by the Commission.

The Final Agenda and supporting documentation should be made available to all board members, no later than the Friday before the regularly scheduled meeting and be posted on the website at the same time. This time frame should allow for adequate review.

☐ **Establish Minutes Procedures and Deadlines**

Final Minutes of meetings should be available for approval by the Commission at the next regularly scheduled meeting and posted on the website immediately upon final approval by the Commission.

The Final Minutes should include:

- The day and time of the meeting.
- Where the meeting is held.
- The type of meeting.
- The names of any members present at the meeting, including elected officials and city staff.
- Any late arrivals.
- A description of each action item, motion, or any other proposal (such as a resolution).
- The identity of anyone making and seconding a motion, along with the name of each person voting for or against each proposal.
- Any points of order or appeals.
- Any notes about complying with specific legal procedures.
- Any recesses.
- Any councilmember who leaves the meeting early, and the time he or she leaves.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

Summary Minutes: Within one to two business days of a meeting the Clerk should post a summary of the meeting on the website. This summary does not need to be very detailed but should include subjects acted on and a list of the officials attending the meeting. Many city clerk's take the agenda from the meeting and add a line or two next to each item on the agenda to summarize what occurred.

☐ **Establish processes that promote citizen involvement, transparency and accountability.**

The Town of Pembroke does not provide adequate public access to information. Commission agendas and minutes as well as other standard documents are not available online. Transparency/openness, accountability, and honesty is at the core of democratic government and good governance.

The Town has no established best practice standards for improving transparency. A review of practices initiated by the majority of state and local government provides some guidance on how local governments can increase transparency and the type of information that should be more accessible. Increasing transparency and providing an open government format reduces the criticism associated with a lack of knowledge regarding how and why government is spending the taxpayer's money. All information shared should attempt to educate and ensure there is an understanding of the information provided and why certain actions are taken.

Table One: Public Records to Include on Town Website summarizes information, which many Cities have made available on websites to maximize access to government information and increase transparency of operations. While the Town has made some of this information available, every effort should be made to ensure ALL of this information is readily available to citizens and elected officials.

☐ **Develop a Training program for the Board.**

The Commission should implement in house training on effective governance procedures and how to build a collegial team. The League of Cities provides training on how to run effective meetings including and principles and guidelines for good governance/effective policy making. The Town may want to consider comprehensive training for elected officials on an annual basis to build teamwork and promote strategic planning.

☐ **Implement Annual Strategic Planning Workshops.**

Local government performs more effectively and efficiently when there is clear and collective agreement on the tasks and objectives the organization seeks to accomplish and how it should get there. Strategic planning is a useful tool, which can help the Town reach the desired performance level.

The Town should consider implementing an annual strategic planning process to ensure that the elected officials, citizens, and staff are on the same page with a clear set of expectations and how the Town plans to achieve those goals. The planning process should be linked with the budgetary process to ensure the resources are in place to achieve the plan.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The strategic planning process should be a highly participatory process to ensure consensus and agreement as to the core reason for being a Town, a clear direction for the future, the strategic priority areas, and the resources needed.

Given the identified management weaknesses and organization incompetencies, starting an annual strategic planning process could be an effective communication and change management tool for the Town providing a method to monitor for success.

TABLE ONE: PUBLIC RECORDS TO INCLUDE ON TOWN WEBSITE

• Elected & senior administrative officials' Contact Information (phone and email).
• Meeting Information including calendar (future meetings) and minutes and board packets (next upcoming and prior).
• Public Records Request submission and contact information.
• Budgets for current year and previous 4 years.
• Financial Audits and Performance Audits including comprehensive annual financial report (CAFR) for the past five years.
• Expenditures listing by vendor and amount for current and previous five years.
• Employee listing by name, salary, & benefits –Complete compensation information for each individual employee including salary and benefits. Citizen taxes pay these salaries and benefits and citizens have a right to know the basis for the biggest expense that local government incurs.
• Contracts - including bids and contracts, as well as employee and labor agreements. Availability of this information allows citizens and elected officials to more readily review these contracts and establish a check and balance.
• Lobbying – If the City actively retains a lobbyist, this information should be posted on line.
• Taxes & Fees- Detailed information on all taxes and fees that are levied.
• Municipal Code.
• Building Permits & Zoning applications should be available online citizens should be able to track progress of permit online.
• Program/Department information including performance measurements, ongoing projects with schedules and costs.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

TABLE TWO: AGENDA SUMMARY REPORT TEMPLATE

Meeting Date:			
Subject:	Short Title to include Ordinance or Resolution #		
Initiated by:	☐ City Council	☐ City Attorney	☐ City Manager/Staff
Prepared by:	Typed Name and Title		
Reviewed by:	Typed Name and Title		
Approved by Town Manager:	Signature		
Approved by Town Attorney:	Signature		
Attachment(s):	Example: Proposed Ordinance/Resolution/Plans/Maps/Contracts/Purchase Orders		
Fiscal Impact:	What is total dollar impact? Is it Budgeted, what is Account Number and balance		
Policy Question(s) for Council Consideration:	What is the policy questions that is being addressed?		
Summary:	What is the outcome of the action? i.e. the proposed amendment updates Town manager ordinance.		
Background:	Reference by date all previous discussions and/or actions by the Commission of this item. i.e. March 7,.2018 Workshop discussion item with a general direction to staff to..... March 14, 2018 First Reading of Ordinance.		
Discussion/Analysis:	Detailed but succinct discussion of the item.		
Options:	What are all the options/actions the Commission might consider and what is the impact of each in terms of advantages and disadvantages?		
Possible Action:			
Advantages:			
Disadvantages:			
Possible Action:			
Advantages:			
Disadvantages:			
Staff Recommendation:	The staff recommends ...Should be in the form of a motion.		
Additional Action Needed:	Action to return on DATE for second reading, or This is the final action required by the Commission.		

REFERENCES

- **Separate Attachment:** "The Florida Municipal Officials Manual" published by the Florida League of Cities
- **Separate Attachment:** Board Procedural Manual Sample

3/29/2018

Page 18 of 72

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

SECTION IV: ORGANIZATIONAL STRUCTURE ANALYSIS

FINDINGS AND CONCLUSIONS

In addition to an outdated and ambiguous Charter, the current organizational structure and lack of clearly defined responsibilities has contributed to the weaknesses previously identified by OIG, Bob Inzer and the Town Auditors.

The OIG Final Report refers repeatedly to "misconduct and gross mismanagement by staff" throughout as well as a failure to understand or accept responsibility for actions taken consistently using the Charter as an excuse for lack of assigned accountability.

Bob Inzer's Report Summarized the staffing skills as follows:

Management: Pembroke Park has been severely mismanaged for many years. The manager had for many years the trust and confidence of the Commission. He used this trust, to some extent, to successfully control the Commission. He used techniques such as not releasing the agenda materials with sufficient time for the Commission to review the materials prior to the meeting, adding non-agenda items at the last moment to the Commission's agenda and operating without defined or written policies and procedures to effectively transfer control from the Commission to the manager. The manager's recommendations were seldom challenged or not approved. The Broward County Office of Inspector General accurately pointed out that the Town has violated state and federal procurement laws and regulations in addition to ignoring its own Charter. I could not find where the Town, prior to adoption of the January 2, 2018 Procurement Ordinance, had any procurement policies and procedures. In fact, the Town operated with virtually no policies or procedures. Thus, it gave management free rein to operate without restrictions or oversight.

Recommendation: The Town has been managed by the same manager for over 25 years. The Town needs a new professional manager to begin changing the corporate culture. The existing personnel have generally been developed and trained by the former manager. I saw no evidence where the other managers recognized the inappropriateness of operating without policies and procedures and proposed any. In fairness to the other employees working for the Town, I did not interview all of them and my findings may be somewhat overstated.

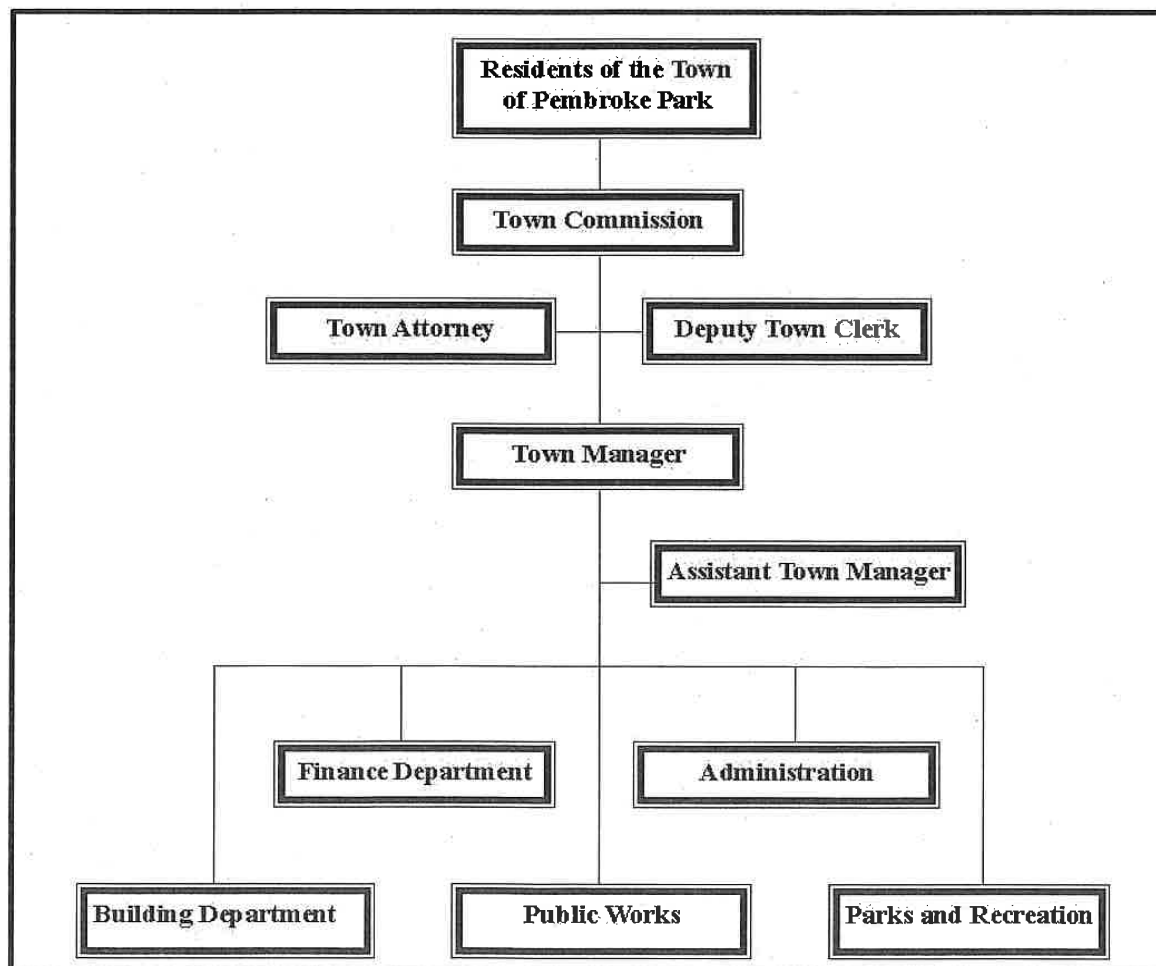
OWMCS concurs with these analyses. The lack of skilled, trained managers coupled with a top-heavy management organization, with decentralized administrative functions, lacking standardized operational procedures and job descriptions makes it difficult to determine the responsibility for proper and legal implementation of policies.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

While the Town has paid for continuing education of its managers, including advanced degrees and regular attendance at professional conferences, these “trained” managers have not followed even the minimal professional best practices standards required in their professions. Interviews with executive level managers indicated an irresponsible attitude and revealed a lack of knowledge of some of the very basic professional management skills including development of standardized procedural manuals. This serious lack of professionalism coupled with a top-heavy management organization and decentralized functions has contributed to the gross mismanagement and malfeasance identified in this organization.

CHART ONE: CURRENT ORGANIZATIONAL CHART



In addition to ensuring that well-trained and competent staff are in place, there are two primary elements of organizational effectiveness that are critical to success:

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- Maintaining a lean and efficient internal organizational structure.
- Ensuring that your organization has policies and processes in place to hold leaders accountable for their behaviors as well as results.

In order to assess effectiveness of the organization, OWMCS

- Interviewed and evaluated the job description of each manager in the organization for any duplication of responsibilities that could cause confusion and/or interference with effective processes.
- Conducted a business process review to identify overlap and inefficiencies within policies, processes and procedures.

FUNCTIONAL DEPARTMENTALIZATION

Local Government, especially smaller governments, perform better when organized into departments based on functions (roles or purposes). **Functional departmentalization** groups together jobs, which involve the same or similar activities thus maximizing on the limited skills and resources available in a small organization and reducing duplication of effort thus increasing efficiency and reducing costs.

These functional areas in local government are defined as internal/administrative services and external/operational services.

Internal Services or administrative functions, such as Town Clerk, Records Management, Human Resources, Finance & Budget, Purchasing, and Technology, primarily provide support to those departments charged with providing direct external services.

External or operational departments provide public services directly to the community/citizens and include Public Works (Streets, Water & Sewer) and Parks, Community Development, Public Safety and Waste Management.

The Town has divided maintenance functions between Public Works and Parks creating imbalances and inconsistencies both in pay and resources (facilities and equipment) and limiting the efficient management and assignment of personnel performing like jobs.

The Town has created the Code Enforcement Officer³ as a stand-alone management position. This position should be closely linked with the building division and public services to maximize coordination among these related positions.

³ The average salary for a code enforcement officer in Florida is \$56,493 and is considered a non-exempt position. The Town of Pembroke Park pays either \$81, 117 or \$101,00- 2 different amounts were provided. The position is classified as an Exempt/Managerial per retirement classification provided by the Finance Director. Due to the inaccuracy of the information, OWMCS cannot conclude what the Code Officer makes, but it appears to be higher than average.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The Town staff management practices have not been centralized with proper and consistent policies created to ensure equal and fair treatment of employees or accountability and provide for checks and balances to ensure proper application of legal requirements across all functions. Decentralized staffing practices have led to inconsistent hiring, remuneration and termination actions creating liabilities and excessive costs for the Town.

The decentralization of procurement without centralized control and oversight led to the failure by Town Management to follow proper purchasing procedures as outlined in the **OIG** report. In addition to purchasing, other finance services such as accounts receivable and billing have been decentralized leading to numerous errors and inefficiencies as referenced by audit reports.

Reorganizing based on distinct functions will help the Town to develop in depth knowledge and skills among the employees, so the Town can more readily achieve its functional goals and correct inefficiencies and mismanagement resulting from decentralization. Functional structures make it easier to cross train within each specialization maximizing available resources. For example, park maintenance workers can more readily learn the skills associated with road, sewer or storm drainage maintenance and vice versa thus expanding the capabilities of the workforce and maximizing use of similar skills to meet temporary staffing shortages, particularly during emergency management operations.

Specialization within the functional areas whether it is administrative or operational will enhance productivity levels as workers with specialized skills can perform tasks with more confidence and more quickly, thus reducing mistakes.,

Because functional departmentalization is a more bureaucratic approach, managers must work together to ensure peer cooperation and coordination and accountability across departments. Likewise, the administrative functions must accept and fully understand their role is to serve their customers in the external departments with the goal of maximizing the efficient delivery of public services by the operational departments while ensuring compliance with all applicable laws. .

In addition to streamlining functions, the Town needs to review its staffing ratios which are not at optimal levels for the most efficient operation.

STAFFING RATIOS

The current organization has multiple Departments and Department Heads creating a top-heavy management organization. Small cities, less than 10,000 population, generally DO NOT have Assistant Town Managers. The primary functional area directors (mid-level managers not executive level) report directly to the Town Manager who has final management authority and responsibility.

Based on an analysis of pay ranges and assigned duties, the Town has 32 employees and at least eight (8) management level employees This is a staff to manager ratio of approximately **4-to-1**. Small organizations with top heavy management are inefficient and costly. Organizational development literature suggests that the most effective and typical employee to manager ratio is **10-to-1**.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The proper ratio depends on the type and level of difficulty of the work as well as the competency level of both manager and staff. Top heavy organizations tend to either add more staff to support incompetent managers or to decentralize functions/duties. Both strategies have been applied in the Town to the detriment of efficiency, effectiveness and internal control.

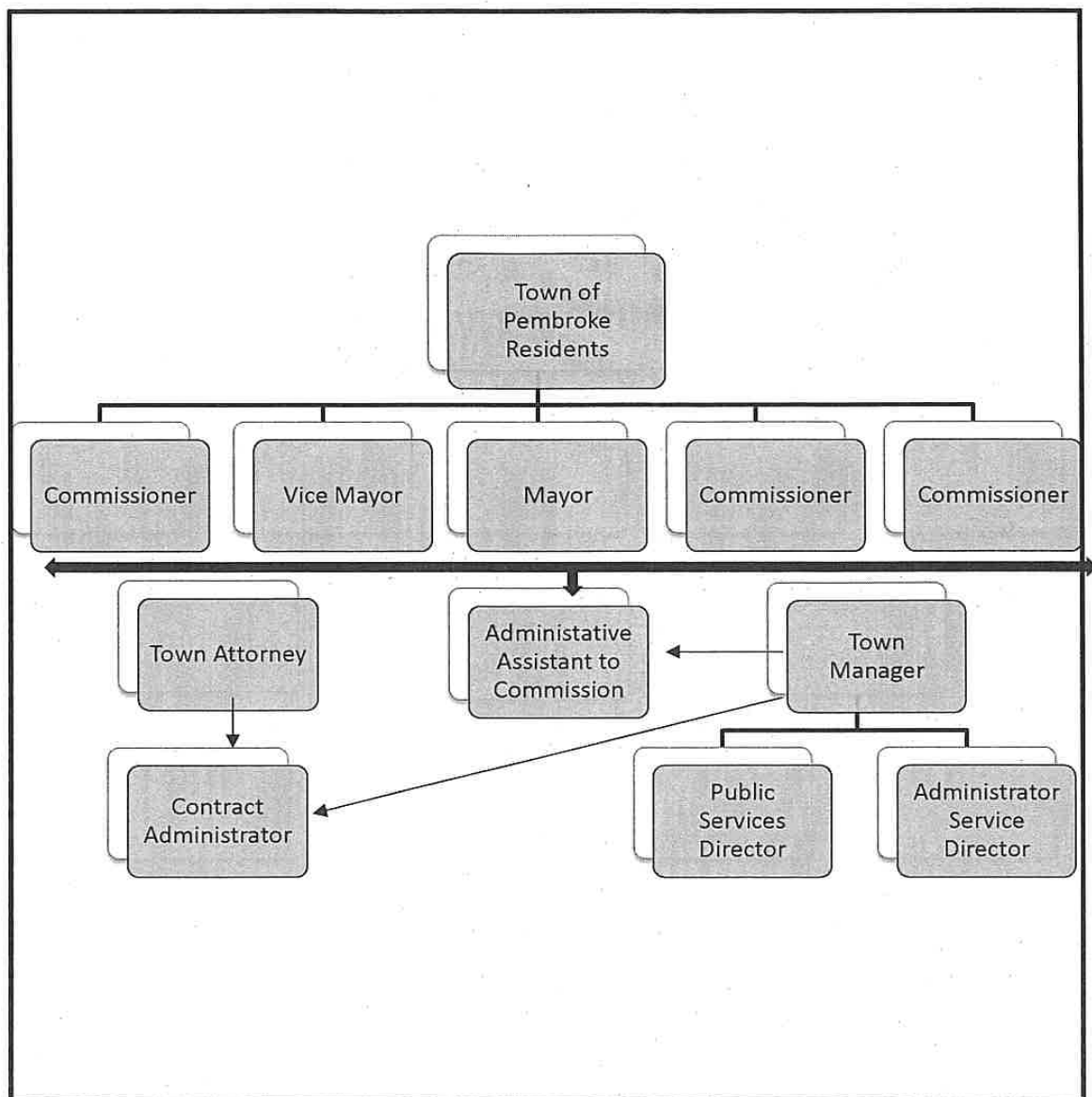
In a small organization such as the Town of Pembroke Park, a more efficient organization may be achieved by establishing a larger employee to manager ratio with a clear chain of command and clear accountability for performance. A good ratio for the Town of Pembroke would be **10 or 15 to 1** compared to the current **4-to-1**.

BEST PRACTICES RECOMMENDATIONS

- ☐ Reorganize based on a functional departmentalization.
- ☐ Reduce the number of executive level managers from three to one, eliminating the Assistant Town Manager positions. The Town Manager remains the only executive level position reporting directly to the Commission.
- ☐ Reduce the number of mid-level managers, from eight (8) to two (2). Current Town managers include Public Works, Parks, Code Enforcement, Billing & Business Tax Receipts (BTR), Clerk, Finance and Budget, Building and Information Technology.

CHART TWO: FUNCTIONAL DEPARTMENT ORGANIZATION

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM



NOTE: The Commission provides the policy direction for staff based on majority vote.

SECTION V: POSITION AND FUNCTIONAL ANALYSIS

This section includes an analysis of the two new positions recommended in the reorganization, Contract and Grants Manager and Administrative Assistant to the Commission, as well as an analysis of the functional managerial positions and responsibilities of the Town Manager, Administrative Services Director and Public Services Director.

As previously indicated all functions within the organization should be governed by processes and policies which include a code of conduct, conflict of interest rules, transparency and accountability, internal controls and segregation of duties and comprehensive policies and procedures for each function. The following recommendations for each function are based on incompetencies and or mismanagement found by OWMCS and other previously referenced investigations and/or audit reviews.

Contract and Grants Manager

FINDINGS AND CONCLUSIONS

The Town should create a Contract and Grants Manager position to ensure that contracts and grants are managed in a legally and fiscally responsible manner. The Town receives many federal and state grants and outsources major external functional services in addition to construction and engineering contracts (which should be managed directly by the Public Services Director and Town Engineer). The primary function areas include: Public Safety (Fire/Police/EMS), Community Development or Planning, Waste Management, Building Official Inspectors 4(see footnoted analysis), Water and Utility Billing

Contract Manager Responsibilities and Prerequisites: The proposed Contract Manager would manage very phase of contract performance from negotiation to termination. The job duties would include reviewing proposals, evaluating compliance with requirements and regulations, supporting communication to ensure timely execution, and analyzing contract documents. The position should work closely with the Town Attorney to negotiate contracts and ensure contract conditions are in the best interests of the Town.

⁴ **Building Official:** The Town is built out and the bulk of the permitting is associated with residential remodels and occasionally commercial expansions, according to staff. The current Building Official has a plumbing certification. A certification that is not in high demand. The bulk of the inspections are structural. The Town should reconsider whether a full-time Building Official, particularly one without a structural certification is in the best interests of the Town. The Town may be able to reduce costs and subsequently reduce building fees, by outsourcing the Building Official/Structural Inspector.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The person hired for this position should have certification as a Contract Manager and Negotiator or be able to complete the training for the Florida Certified Contract Management (FCCM) and the Florida Certified Contract Negotiator (FCCN) within six months.

The duties/responsibilities of the Contract Manager should include the following

- Identify and analyze contract risks and how to monitor and control those risks
- Monitor reports, invoices and service delivery expectations
- Report to Management and Commission Performance, at a minimum on quarterly basis.
- Based on performance make informed management decisions including:
- Termination of a vendor due to performance concerns.
- Consideration of vendor performance concerns when making future procurement decisions.
- Improvements to a future contract, including enhancements to performance and service-level expectations.
- Consideration of service delivery approach (e.g., should the government in-source the service in the future).
- Institute NASPO Essential Element⁵s
 - Prepare a Contract Administration Plan (CAP);
 - Convene kick-off meetings;
 - Schedule regular meetings or on-site visits
 - Train for best practices in contract management;
 - Establish effective communication between the central procurement office and customer agencies
 - Allow changes to specifications and terms and conditions within the general scope of the original contract;
 - Collect meaningful data from user agencies;
 - Assess contract risks and monitoring after the contract has been awarded;
 - Establish performance metrics;
 - Implement reporting tools and having processes in place
 - Use tracking tools to check spending patterns
 - Collect data from users about contract performance and customer needs for existing contracts,
 - Have procedures in place for expedient resolution of contract disputes and claims, encouraging informal resolution while ensuring that the contractor has a fair opportunity to be heard.

BEST PRACTICES RECOMMENDATIONS

- ☐ **Establish a certified Contract Manager position to audit and ensure compliance of all contracts.**
- ☐ **Review and consider rebidding all the Town's major contracts.**

REFERENCES

- **Attachment 6:** Contract Management Plan Template

⁵ (<https://www.naspo.org/dnn/ContractAdministrationBestPractices>)

Administrative Assistant to the Commission/Special Events Coordinator:

FINDINGS AND CONCLUSIONS

Currently the Commissioners are pulling individual employees from their work assignments to perform special duties or help the Commissioner with special projects. This has created a serious vacuum in the organization and an inability to get specific duties carried out as directed by the Town Code. This is creating communication and morale problems overwhelming employees with unscheduled or impromptu demands on their time and assignments to perform duties which are not essential to the job for which they were hired.

BEST PRACTICES RECOMMENDATIONS

- ☐ **Establish a dedicated position, Administrative Assistant to the Commission/Special Events Coordinator, to handle the day to day administrative duties required of the Commission including messages and travel arrangements. In addition, this should be the sole position charged with responsibility for Coordinating the Special Events and working with the particular Commissioner in charge of that event. Those duties should include event planning, graphics, etc.**

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

Town Manager

FINDINGS AND CONCLUSIONS

Due to the OIG investigation the Town became aware of serious inadequacies and mismanagement on the part of the Town Manager, who served as the Town Manager for 29 years and retired December 2017 after the Commission decided not to renew his contract.

According to the report, the Town Manager had ignored and violated local, state and federal procurement laws and regulations. Furthermore, as OWMCS learned through interviews and Bob Inzer reported,

Due to the long-term relationship between the Commissioners and the managers, a high level of trust had been built up. The manager appears to have effectively taken advantage of this trust by renewing and modifying his contract without the Commission being aware of the amount of his compensation. He successfully used this reservoir of trust to play Commissioners off against each other and focus attention on other Commissioners and not himself or the Town policies

By the time, Mr. Levy retired he was receiving a total salary and benefit package⁶ as follows:

Salary	\$ 308,947.39 ⁷
SS & Medicare	\$ 23,634.48
Wrks Comp	\$ 710.58
Retirement	\$ 46,342.11
Insurance	\$ 19,274.90
Auto	\$ 8,606.92
Total	\$ 407,516.38
Leave Accruals	\$ 361,058.00

Based on information available from the NLC (Attachment 8) the nationwide average for a city manager is \$106,000 (Attachment 8). According to the Commissioners, they had no idea the Manager was being paid this much, although they approved the annual contract and the salary by budget adoption. As with all other staff salaries, this salary should be reviewed as part of an compensation pay plan study.

Town Manager Ordinance:

⁶ Note: Based on a review of the Finance Director's personal budget book. (Attachment 9)

⁷ Some documentation provided by the Finance Director showed a salary of approximately \$328,000. I have used the figures from the 2016-17 budget.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The Town Manager position is created by ordinance and is not addressed in the Charter. The conflicting language in the Charter outlining Commissioners duties and the weak Town Manager Ordinance must be corrected to give clear authority and responsibility to the Town Manager and correct the identified inadequacies in the organization.

§ 2-94 – Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.

To attend all meetings of the Commission.

To prepare the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.

To keep the Commission fully advised as to the needs of the Town.

To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.

To review the operations and administration of all departments and divisions of the Town government and to periodically report to the Commission as to the operations of same, and recommendations, if any, with respect to said department or division.

To exercise general supervision over the operation of the Administrative Department of the Town. ...

(k) To assist the Budget and Finance Director and the Town Planner in making application for Federal and State grants as directed by the Commission. ...

OWMCS recommends that Section 2-94 be amended to strengthen the powers of the Town Manager position consistent with best practices. While the Charter may be outdated, it does give broad authority to make the necessary changes to broaden and/or strengthen the responsibilities of the Town Manager. Section 12 gives broad appointment powers, Section 13 Provides that by ordinance or resolution the Commission can prescribe the way municipal powers are exercised, and Section 15 provides for an Executive Department.

The revised ordinance should clarify that the Town Manager is the Chief Executive/Administrative Officer responsible for

- Execution of all applicable laws and regulations
- Appoint and remove any officer or employee of the city except those officers appointed by the council and except as otherwise provided by the Charter.
- Keeping the governing body advised of the financial condition, administrative activities and future needs of the City, and making such recommendations as may seem desirable;

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- Attending all meetings of the governing body with the right to take part in the discussion but having no vote;
- Performing such other duties as may be prescribed by this Charter or required of him by the governing body, not inconsistent with the provisions of the Charter.

Interim Town Manager:

I concur with Bob Inzer that the city needs a professional, competent manager who can act as a change agent to facilitate cultural change. As Mr. Inzer concludes

“independent professional leadership must come from the outside due to the lack of professional knowledge, skills and abilities internal and the need for a significant organizational cultural change to ensure the government is managed efficiently and effectively”.

The Town should look for an interim strong professional and experienced manager from outside the organization capable of acting as a change agent and capable of working with the Commission and the Attorney to manage all the changes needed to correct the organizational inefficiencies and implement the best practices identified in this report.

The success of any “change agent manager” to ensure the desired cultural changes are achieved is dependent upon the quality of the relationship between the manager and the elected officials. It is also highly dependent upon the Town elected officials working together as a team to maximize the changes for success of any change effort.

The ideal candidate for the Town should have a minimum of ten years successful city manager experience with a broad and diverse background proving flexible and creative problem-solving approaches. The person should be able to take complete ownership and responsibility for the organization’s performance and set up effective working relationships with citizens, elected officials and staff. Ideally this person would be an ICMA Certified Manager.

Regardless of how long it may take the Town to find a strong manager, there is an immediate need to reorganize and fine-tune while the Town goes through a Charter Review Process and searches for a manager. The separation of internal and external functions and assignment of interim responsibilities for those functions (as described in the next section) may help to ensure direct responsibility for those functions while addressing the progress OIG expects and finding a strong professional to take the helm of the origination.

BEST PRACTICE RECOMMENDATIONS

- ☐ **Amend Section 2-94 to add the necessary powers to the Town Manager position.**
- ☐ **Hire an interim Town Manager**

REFERENCES

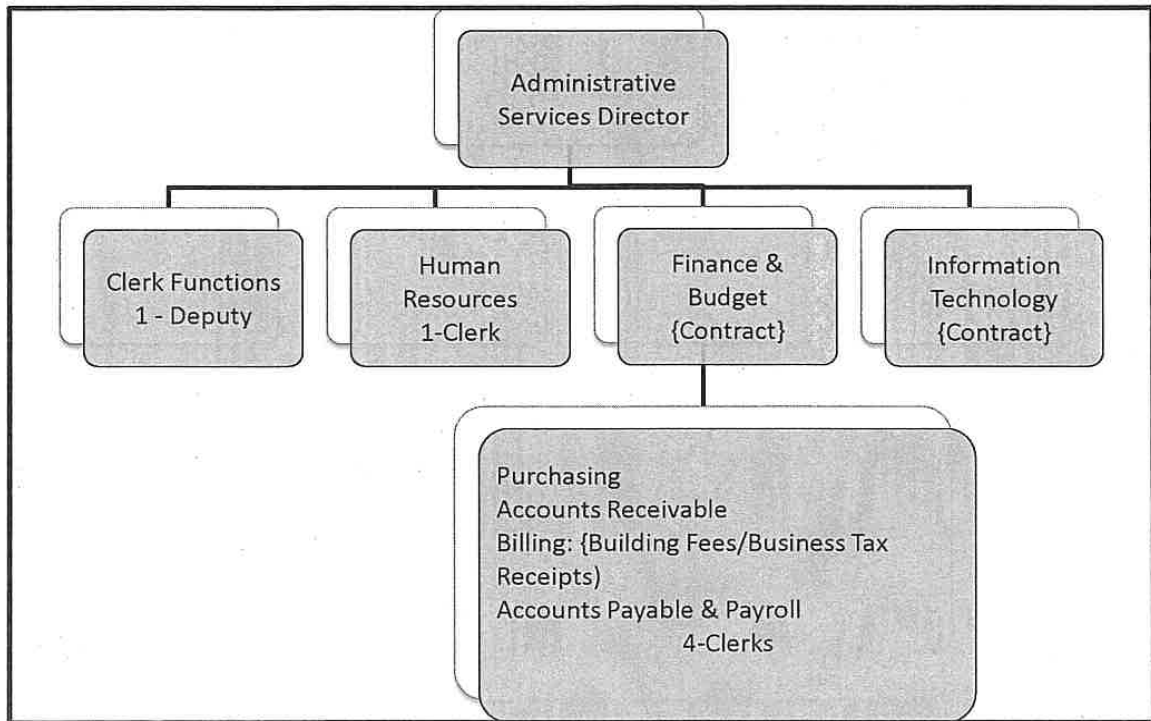
Separate Attachment: Recruitment Guidelines for Selecting a Local Government Administrator

Administrative Services Director

FINDINGS AND CONCLUSIONS

The Administrative Services Director as identified in the proposed functional departmentalization would be responsible for all administrative functions including City Clerk, Human Resources/Staff Management, Finance, Budget, Purchasing and Information Technology. Findings and Conclusions are summarized by Functional Divisions within the Department.

CHART THREE: ADMINISTRATIVE SERVICES DEPARTMENT



Pembroke Park Organizational Analysis

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FINANCE/BUDGET/PROCUREMENT

The Finance/Budget Director is one of the few positions defined in the Town of Pembroke Charter and Code. The inadequacies and incompetencies exhibited by this department are clearly delineated in the OIG investigation, the Town Auditors' Annual Report and subsequent interviews and document reviews during this analysis.

The **OIG** investigation notes:

The finance and budget director, Ms. Rodriguez, acknowledged that her department was responsible for the purchasing function and acknowledged that the Town's code of ordinances required that purchase orders be issued prior to the procurement of goods or services for over \$500. Nonetheless, she admitted that, most of the time, her department processed check requests without prior purchase orders, describing that the Commission approved invoices and the Town made payments without her having to search for or locate the prior purchase order. Moreover, while she said her responsibilities included ensuring that all Town funds were spent in an appropriate manner, meeting all state, federal, and local requirements, she could not name any, other than for law enforcement grants. She also said that the department head was not expected to provide any supporting documentation to validate invoice details. Those details should have included, for contracts for construction projects over \$3,000, three competitive, written quotes or, for contracts for construction projects over \$25,000, proof that the department followed the Town's competitive solicitation process. Ms. Rodriguez also said she did not know what the "three-way match"⁴⁴ was and stated that the Town did not do any three-way matching before making payments. We further note that, after sixteen years on the job, Ms. Rodriguez has also not produced a written manual for purchasing, accounts payable, or any other Town finance function.

The **OIG** Final Report concluded that staff "committed gross mismanagement by failing to properly administer public funds".

Grau and Associates, Inc., was hired as the Town Auditor two years ago and presented their first audit findings in the June 2017 Financial Report. The Auditors noted the following "significant findings", which further substantiates the **OIG** findings and form a basis for gross incompetence and failure to perform the duties of the position for which the Director was hired.

- Failure to properly record and report the Town Commission Pension Plan. (pg. 84)
- Failure to consistently follow the Town's Budget Process and acquire Town Commission Approval (pg. 84)
- Failure to implement internal controls over Procurement and Procurement Documentation (pg. 85)
- Failure to implement internal Controls over Payroll and Payroll Documentation (pg. 86)
- Failure to properly document travel purchases on credit cards (pg. 86)
- Failure to monitor budgetary expenditures and controls and acquire budgetary amendments as required by the Charter. (pg. 86)

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- Failure to Reconcile Utility System Receivables on a monthly basis (pg. 87)
- Failure to reconcile billing and receipts software with accounting software balances
- Unable to provide Auditors with detailed reports of vendor invoices and accounts payable balances. (pg. 87)
- Inaccurate accounting of compensated absences. (pg. 88)

During my interviews with staff, consultants, and Commissioners as well as a review of documents, additional mismanagement was uncovered including purging of financial documents without regard for public records law, single entry journal entries, failure to provide accurate and timely financial information to the Departments and Commission. This lack of accuracy and mistaken reporting was obvious during the March 7, 2018 Commission meeting when the Director presented the regular monthly report to the Commission.

Commissioner, consultants, and staff have reported numerous failures on the part of the Finance Director over the years. However, neither the Commission nor the Town Managers have taken any corrective actions. Based on the OIG report alone, corrective action should be taken at once to address staff incompetence and ensure the Town's finances are managed correctly.

The Commission should consider hiring an outside firm to address these incompetencies and perform a forensic audit. The following list is provided as a representative sample of such firms.

Inframark Infrastructure Management Services

210 North University Drive Suite 702

Coral Springs, FL 33071

Robert Koncar, (904) 940-6044

Bob.Koncar@inframark.com

Southeast Florida – Coral Springs

Ken Cassel, (954) 753-5841

Ken.Cassel@inframark.com

Underwood Management Services Group

Bill Underwood, 772.233-1511

wunderwood@umsgllc.com

State of Florida Department of Management Services

Financial and Performance Audits 973-000-14-02
(Current statewide contracts in place)

- Carr, Riggs & Ingram, LLC
- Ernst & Young, LLP
- Grant Thornton, LLP
- KPMG, LLP
- RSM US LLP
- Thomas Howell Ferguson P.A.

Decentralization: In addition to the specific position incompetencies, the Finance Department responsibilities were decentralized creating more inefficiencies and errors. According to staff interviewed, Ms. Rodriguez was unable to carry out the associated tasks which were assigned to employees outside Finance including building fee invoicing and billing and business tax receipts. Numerous errors in reporting have occurred because of separation and lack of centralized control of these duties. All financial responsibilities and duties should be centralized, and accountability be vested in the Finance Division.

Pembroke Park Organizational Analysis

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Procurement: was the primary focus of the OIG report. In addition to the inadequacies OIG found, OWMCS determined the Town is utilizing a very cost inefficient process for developing Requests for Bid/Purchase/ Quotes/Qualifications. The Town makes a preliminary request for quotes to hire a consultant to write the final proposal. This is not only time consuming and inefficient; it adds substantial costs to the overall process of acquiring responses to requests. Furthermore, depending on who writes the proposal, it could create a conflict of interest situation in that the 'consultant writer' would not be and should not be able to respond to the bid scope of services they prepared.

The Town should use the Cooperative Procurement approach recommended by the Institute of for Public Procurement (NIGP). Cooperative procurement practices included both "joint solicitation" and "piggybacking" ([Global Best Practices - Use of Cooperative Contracts for Public Procurement](#))

Joint solicitation is the intentional coming together of two or more agencies to aggregate their individual product and service needs (a.k.a. "purchasing volume") into a single solicitation effort. Each participant agency is bound to the resulting contract resulting from the singular effort.

Piggybacking is the use of a contract by another agency that was not, itself, a party to the original solicitation and contract award. Agencies choosing to piggyback on another agency's contract are bound by the terms, conditions and pricing provided for by the contract. The following links are just a few of the Cooperative Purchasing Programs listed by NIGP.

- [U.S. Communities Purchasing Alliance](#) .
- [NASPO Value Point](#)
- [National Cooperative Purchasing Alliance \(NCPA\)](#)
- [National Intergovernmental Purchasing Alliance \(National IPA\)](#)
- [NPPGov](#)
- [Southeast Florida Governmental Purchasing Cooperative](#)
- [Florida Vendor Bid System](#)
- [Florida Purchasing Group](#)
- [Find RFP](#)
- [Government bids-Florida](#)

OWMCS recommends that the Town use the various tools readily available to prepare the "scope of work" required for contracts. In most cases, the "scope of work" needed for a specific Request for Proposal has already been created by another government agency. In many cases, the Town would also be able to reduce the time needed for requesting proposals by simply "piggy backing" on existing contracts. There is absolutely no need to waste a lot of time for no reason and pay extra fees to have a consultant write many of these proposals.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

HUMAN RESOURCES/STAFF MANAGEMENT

The Town created a Personnel Policies and Procedures Manual and Job Descriptions in 1997; neither has been updated to reflect changes in processes, staffing and/or to ensure consistency with all applicable laws since that time. Interviews reflect that for the most part; the staff management policies have not been consistently or routinely followed.

There is no current Compensation Pay Plan. Salary and wage increases have not been implemented through a standardized procedure and lack the necessary justification for the salaries or pay increases offered. Furthermore, it is difficult to get a consistent or accurate answer as to what employee pay is.

In high performing cities, Pay Plans are adjusted and or adopted as part of the annual budget process and a comprehensive study is completed every three to five years, depending on the degree of organizational and market changes. Employee salary and benefits are reported as a matter of public record during the budget process and easily accessible as public documents.

Based on a preliminary review of salaries and cursory comparison to industry standards (Attachment 8), Town salaries far exceed the national averages by a significant amount. This comparison is provided for discussion purposes only as a full pay plan analysis was not included in the scope of this analysis.

Salaries should be reviewed and based on a plan which reflects the averages for comparable size cities in the same economic and geographic region.

OWMCS recommends that Job Descriptions be updated annually, and a comprehensive pay plan based on the requirements of the job, necessary knowledge skills and abilities and market rates be provided to the Commission on an annual basis for adoption as part of the budget process. Any pay increases should be based on and justified by a comparable market study

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

RECORDS MANAGEMENT

The Town has no process in place to ensure easy access nor the ability to get town records in a timely and accurate manner. Online access is minimal and getting hard copies is difficult. The OIG specifically addressed inadequate record management and retention in several footnotes throughout their final report.

"The OIG's investigation was heavily dependent on the ability to receive town records when and as requested. Often during the course of our review, the Town failed to provide adequate records of its past procurements in a timely manner, if at all. According to the public works director's response to this report, he is facing the same challenges today"

"We limited our scope to procurement processes in part due to our difficulty in obtaining town records, which in many cases made our assessment of the Town's processes difficult or impossible".

"Even after reviewing records with Town and CAS witnesses, the OIG experienced difficulty in matching the RFPs with the projects completed for several reasons, including that the Town's and CAS's project numbers, names, and descriptions were different in some cases and absent in some others. We note that the Town's 2016 Comprehensive Annual Financial Report, issued on June 30, 2017, reflected that the independent audit team of Grau & Associates, CPAs, experienced similar difficulties in reviewing purchasing documents for the fiscal year ending September 30, 2016, writing in the report, "[w]e noted certain instances where documentation provided was incomplete or inadequate." (Composite Exhibit 7 (excerpt))"

The OIG concludes as one of its recommended actions that

Require the clerk-commissioner and the deputy Town clerk to undergo training on the maintenance and organization of the municipality's records, and to establish and maintain a system of accurate and retrievable recordkeeping for all town records, documenting any records that are lost or destroyed;

Based on my own inability to obtain reliable records in a timely manner, OWMCS concurs that the Town's records management process is inefficient and very poorly managed. Records mismanagement not only contributes to a lack of transparency but to the appearance of improprieties in governance.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

BEST PRACTICES RECOMMENDATIONS

The following recommendations are based on the position analysis and delineated by division/function.

- ☐ Develop detailed policies and procedures for all Administrative Services Functions. (See Section VI for specifics)
- ☐ Orient new employees when hired and train/refresh all employees annually (as applicable) on administrative policies and procedures.

FINANCE/BUDGET/PROCUREMENT

- ☐ Contract with an outside firm to perform a complete a forensic audit of the Finance and Budget Office to find and correct any and all financial and budgetary errors and report back to the Commission in a timely manner.
- ☐ Address staff incompetencies and mismanagement.
- ☐ Contract for a Forensic Audit.
- ☐ Provide regular monthly budget revenue/expenditure reports to management and elected officials to ensure efficient management of budget.
- ☐ Perform regular internal audits to ensure all procedures are being followed.
- ☐ Utilize NIGP recommended resources to develop Procurement Requests for Proposal.

HUMAN RESOURCES/STAFF MANAGEMENT

- ☐ Contract for a comprehensive pay plan study.
- ☐ Schedule a comprehensive pay plan study to occur every three to five years as needed.
- ☐ Develop and maintain a comprehensive pay plan approved annually for any adjustments as part of the budgetary process.
- ☐ Provide all employees with a copy of the Personnel Policies. Require a signed receipt.
- ☐ Create and update job descriptions for all employees on a regular basis and provide copies to employees when hired or when description changes. Require a signed receipt.
- ☐ Train all supervisors on proper staff management and supervisory practices annually.

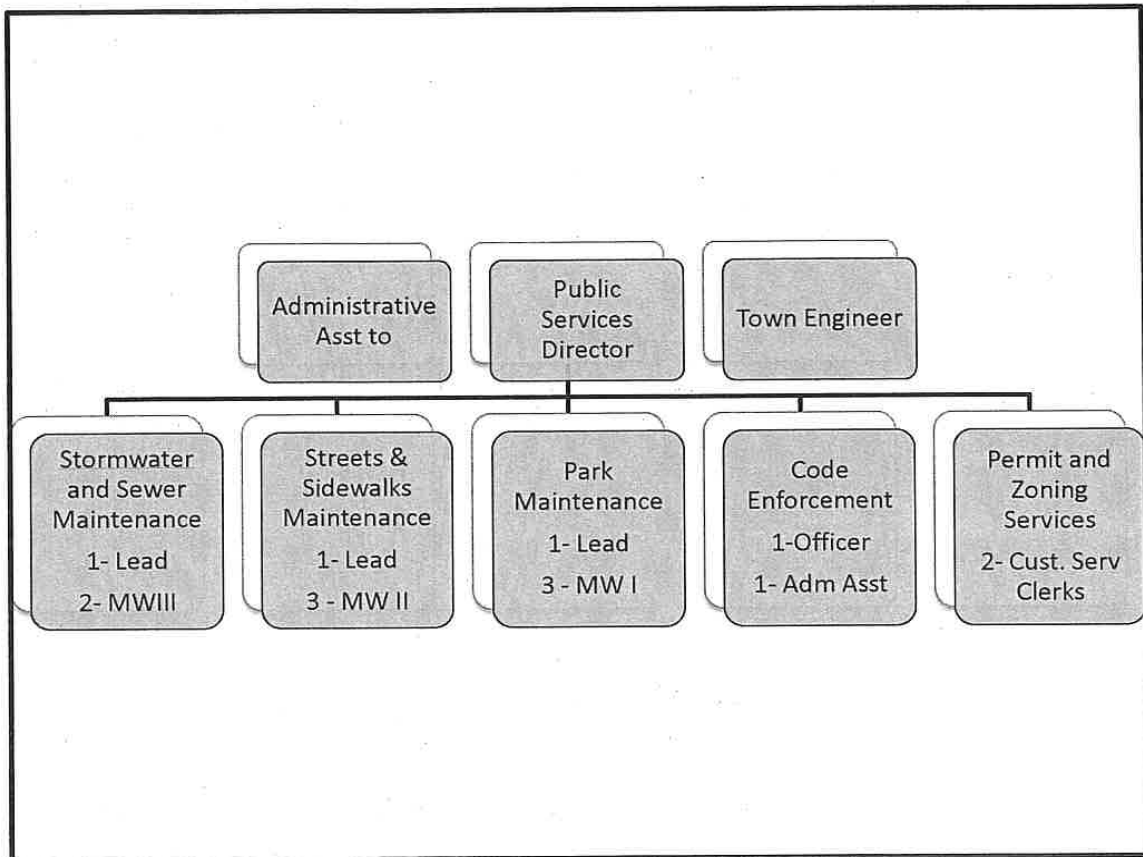
RECORDS MANAGEMENT

- ☐ Establish the necessary forms, checklist and internal processes to ensure compliance and provide for internal controls consistent with all applicable laws.
- ☐ Perform annual internal audits of records management in all divisions to ensure adopted procedures are being followed.

Pembroke Park Organizational Analysis
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Public Services Director

CHART FOUR: PUBLIC SERVICES DEPARTMENT⁸



FINDINGS AND CONCLUSIONS

The Public Services Director as identified in the proposed functional departmentalization shall be responsible for all external or operational services, with the exception of certain outsourced services, which should be managed by the Grants and Contracts Manager.

OWMCS interviewed the Public Works Director and Assistant City Manager/Parks Manager solely to assess their strengths and weaknesses; this organizational analysis does not include an in-depth assessment of Public Services, other than the need to merge maintenance functions.

⁸ Maintenance Worker = MW

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

OWMCS strongly recommends the Public Services Director ensure that the Town's public services are managed and organized to include the best practices recommended by American Public Works Association (APWA) and that all functions within the Department develop Standard Operating Procedures consistent with Attachment 7: Standard Operating Procedures (SOP) Template.

BEST PRACTICES RECOMMENDATIONS

- ☐ **The Public Works/Public Services Department should institute Best Practices Operational Procedures consistent with the APWA recommendations.**
- ☐ **The Public Services Department should develop, maintain and review Standard Operating Procedure for all functions within the Public Services Department.**

REFERENCES

The below listed references are available online.

Public Works Management Practices Manual (9th Ed) Now in its 9th Edition, the updated and revised Public Works Management Practices Manual, also known as "the Manual", includes a new chapter on Asset Management. This is a critical tool for agencies of any size and with a range of responsibilities. Use this manual to develop the policies and procedures necessary to perform as a full-service public works agency. The Manual will provide you with the framework to conduct your own objective agency self-assessment and it serves as the must-have guide for achieving the APWA Accreditation designation.

It's Your Move: Strategic Planning for Public Works Agencies, the mission of a well-run public works agency is to provide its citizens with the services they have decided to pay for, and to do it to the best of its ability, which takes planning. This book provides a framework for public works professionals to develop a sense of mission, a vision of the future, reporting systems, operational procedures, operating plans, and strategic planning documents.

Building on the Basics: Core Competencies in Public Works, Are you a leader or a manager? Do you know the difference between the two? This collection of articles, written by APWA leaders, will help you understand the core competencies that are important for the leader or manager and provide some direction for self-improvement. Use the experience and insight of these public works leaders to help you reach your highest potential.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

SECTION VI: POLICIES AND PROCEDURES

Written policies and procedures codify management's criteria for executing an organization's operations. Developing and documenting policies and procedures is the responsibility of management.

Policies and procedures should set up clear, rules, authorities, responsibilities and actions for an organization's management and operations. Effective procedures describe what is to be done, who is to do it, and how it should be done. Procedures should include any external requirements for policies and procedures for an organization such as requirements for external regulatory authorities and federal or state funding sources.

Thorough policies and procedures serve as effective training tools for employees and create an internal accountability structure for employees. Procedures are designed to help reduce variation within a given process, and to create consistency.

Lack of written policies and procedures (as evidenced by the recent OIG investigation) results in

- Inaccurate and unreliable financial records due to inappropriate recording of transactions
- Inconsistent practices among employees and/or department processing errors due to a lack of knowledge
- Inability to enforce employee accountability

In addition to the major policy manuals needed for organizational efficiency. Organizations should establish Standard Operational Procedures (Attachment 7) for specific regularly occurring activities. Depending on the activity, these may or may not be part of a primary policy manual

An SOP is a procedural document which describes the regular recurring activities appropriate to quality operations, maximizing safety and operational security and ensuring consistent and quality output should answer the following questions.

- Who does what? (role or person responsible)
- What do they do? (tasks, frequency, to what standard or criteria)
- What is the outcome when they do it? (deliverables, measures, objective results)

The following sections provide guidance for creating the primary administrative policies manuals.

- Finance and Accounting
- Purchasing
- Records Management
- Staff Management

Financial Policies and Procedures

The GFOA recognizes that financial policies as an essential part of public financial management. Financial policies are central to a strategic, long-term approach to fiscally responsible management of public funds. Financial policies based on best practices

- Institutionalize good financial management practices
- Prevent the need to reinvent responses to recurring issues.
- Define the limits on the actions staff may take.
- Support good bond ratings and thereby reduce the cost of borrowing.
- Promote long-term and strategic thinking.
- Manage risks to financial condition.

GFOA recommends that governments formally adopt financial policies which include the following:

- General fund reserves. Policies governing the amount of resources to be held in reserve and conditions under which reserves can be used.
- Reserve s in other funds. Policies for other funds (especially enterprise funds) that serve a similar purpose to general fund reserve policies.
- Grants. Policies that deal with the administration and grants process.
- Debt. Policies that govern the use of government debt, including permissible debt instruments, conditions under which debt may be used, allowable levels of debt, and compliance with continuing disclosure requirements.
- Investment. Policies that provide guidance on the investment of public funds, including permissible investment instruments, standards of care for invested funds, and the role of staff and professional advisors in the investment program.
- Economic development. Policies that address a local government 's use of subsidies or other incentives to encourage private development.
- Accounting and financial reporting. Policies that establish and guide the use of an audit committee, endorse key accounting principles, and that ensure external audits are properly performed.
- Risk management and internal controls. Policies that address traditional views of risk management and internal control, as well as more modern concepts of "enterprise risk management."
- Procurement. Policies that are most essential for adoption by the governing board in order to encourage efficient, effective and fair public procurement.
- Long-term financial planning. A policy that commits the organization to taking a long-term approach to financial health.
- Structurally balanced budget. Policies that offer a distinction between satisfying the statutory definition and achieving a true structurally balanced budget.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

- Capital. Policies that cover the lifecycle of capital assets, including capital improvement planning, capital budgeting, project management, and asset maintenance.
- Revenues. Policy guidance through the designing of efficient and effective revenue systems that guarantee the generation of adequate public resources to meet expenditure obligations.
- Expenditures. Policies addressing a range of issues around how the money is expended, including personnel, outsourcing, and funding long-term liabilities.
- Operating budget. Policies that describe essential features of the budget development process and form, as well as principles that guide budgetary decision making.

GFOA further recommends that the following steps be followed when developing policies:

1. Define the problem the policy will address.
2. Draft the policy. Be aware of legal requirements and consider public comments. Look at the experience of peer governments.
3. Review and present the policy to government officials.
4. Formally consider and adopt policy.
5. Implement policy making sure that staff and government officials are aware of policies.
6. Design. Effective policies have a number of design features in common.
7. Policies must exist in written form.
8. Policies should be expressed in a manner that is understandable to the intended audiences.
9. Policies should be made available to all stakeholders and be published in more than one medium with multiple means of access.
10. Policies should address all relevant issues and risks for that specific policy in a concise fashion.
11. Presentation. Effective financial policies share some of the following traits.
12. All of the financial policies are placed in the same section of the budget document.
13. The original and revision dates are shown on the individual policies.
14. Review. Financial policies are most successful when they are reviewed after being enacted.
15. Policies should be monitored, reviewed, and updated as needed in a systematic way.
16. Analyze the reasons if specific policies are not being followed.

Pembroke Park Organizational Analysis
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TABLE THREE: GFOA BEST PRACTICES ON FINANCIAL POLICIES

Financial Policy	GFOA Best Practice
General Fund /Other Fund Reserves	Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund
	Determining the Appropriate Level of Working Capital in Enterprise Funds
Grants	Establishing an Effective Grants Policy
	Establishing a Grants Administration Oversight Committee
	Administering Grants Effectively
Debt	Debt Management Policy
	Analyzing and Issuing Refunding Bonds
Investment	Local Government Investment Pools
	Investment of Bond Proceeds
Economic Development	Evaluating and Managing Economic Development Incentives
	Coordinating Economic Development and Capital Planning
	Monitoring Economic Development Performance
	Developing an Economic Development Incentive Policy
Accounting & Financial Reporting	Documenting Accounting Policies and Procedures
	Encouraging and Facilitating the Reporting of Fraud and Questionable Accounting and Auditing Practices
	Audit Committees
	Basis of Accounting versus the Budgetary Basis
Risk Management & Internal Controls	Practical Steps to Avoid, Limit, or Eliminate Internal Control Deficiencies Identified in an Audit
	Business Preparedness and Continuity Guidelines
	Creating a Comprehensive Risk Management Program
Procurement	Purchasing Card Programs
	Electronic Payment and Collection Systems
Long-term Financial Planning	Long-Term Financial Planning
Balanced Budget	Achieving a Structurally Balanced Budget
Capital	Capital Planning Policies
	Incorporating a Capital Project Budget in the Budget Process
	Multi-Year Capital Planning

Pembroke Park Organizational Analysis

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	Establishing Capitalization Thresholds for Capital Assets
	Determining the Estimated Useful Life of Capital Assets
Expenditures	Inflationary Indices in Budgeting
	Effective Budgeting of Salary and Wages
	Strategies for Managing Health-Care Costs
	Measuring the Full Cost of Government Service
Revenues	Establishing Government Charges and Fees
	Financial Forecasting in the Budget Preparation Process
	The Use of Trend Data and Comparative Data for Financial Analysis
	Revenue Diversification , Use of One-Time Revenues , and Use of Unpredictable Revenues
Operating Budget	A Systematic Approach to Managing Performance
	Making the Budget Document Easier to Understand
	Public Participation in Planning, Budgeting, and Performance Management
	Presenting Official Financial Documents on Your Government's Website

REFERENCES

- Separate Attachments: Town of Wellington Accounting Manual Created April 2017
- Separate Attachments: GFOA Government Resource Manual
- Separate Attachments: GFOA Organization and Design of Effective Budget Functions.

Purchasing Policies and Procedures

The American Bar Association (ABA) has developed a Model Procurement Code to ensure competitive and reliable government procurement processes. The most recently updated procurement code manual in the state of Florida based on the ABA model is the Orange County, Florida Code updated in June 2017. This code is provided as suggested template for the Town of Pembroke to use.

The Town Attorney should ensure the Code is changed to reflect the recently adopted Purchasing Ordinance and review the suggested forms to ensure they also comply with the proposed Town process.

REFERENCES

- Separate Attachment: Orange County Procurement Manual (Based on ABA Model Code)
- Separate Attachment: Orange County Procurement Forms

Records Management

Records management governs the practice of formalized records programs, and of any officer who creates or uses records in the course of day to day business activities. Records management in a local government organization includes:

- setting policies and standards,
- assigning responsibilities and accountability,
- establishing and publicizing procedures and guidelines,
- providing a range of services relating to the management and use of records,
- designing, implementing and administering specialized systems for managing records, and
- integration of records management principles and protocols into business systems, and organizational processes.

Proper records management ensures that information is available when and where it is needed to maximize the management of the organization and facilitate decision making. Proper records management in local government ensures transparency and maximizes accountability.

The state of Florida has one of the most open public records law in the United States. The Florida Records Management Program under the Department of State has numerous resources and guidelines to help local government adhere to all state and federal laws related to records retention and public access to records.

Based on interviews and review of OIG comments, the Town's Record Management Program should be updated. OWMCS recommends

- ☐ **Develop a Records Management Procedural Manual for the Town and implement training for all employees including annual training thereafter.**
- ☐ **Complete the State of Florida Records Management Self Evaluation Guide to identify current strengths and weaknesses and make corrects consistent with State of Florida Basic Records Management Guidelines.**
- ☐ **To the extent possible, records should be made readily available online to the general public. At a minimum the following public records (updated and current) should be accessible**
 1. Commission Agendas and Summary Meeting Minutes
 2. Finance: All Financial and Budget Documents
 3. Personnel Policy Manual
 4. Job Descriptions and Compensation Pay Plan
 5. Personnel Salaries

REFERENCES

- Separate Attachment: Sample Public Records Policy Manual from Sebastian Florida
- Separate Attachment: Florida Basic Records Management Guide
- Separate Attachment: Florida Electronic Records Management Guide
- Separate Attachment: Florida Local Government General Records Schedule

Pembroke Park Organizational Analysis

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Personnel Policies and Procedures and Handbooks

Having a Personnel Policies and Procedures manual in place serves several key organizational goals:

- Introduces employees to the culture, mission and goals unique to public service.
- Communicates organizational expectations and procedures.
- Ensures that policies are clearly and consistently communicated.
- Ensures compliance with federal, state and local laws.
- Limits the organizations liability to the extent the policies are consistently practiced and implemented.

The Town's current manual is not presented in a user-friendly fashion, lacking page numbers for easy reference. There is no indication that employees were provided with a copy nor is it available on line. There has been no regular training consistently provided. In addition, to updating the manual, proper consistent implementation will be the key to meeting the key organizational goals.

Table Four summarizes current Town of Pembroke Personnel Policies and Recommended Sample policies which are provided in a template format.⁹

REFERENCES

- Separate Attachment: Town Personnel Policies and Procedures Template

⁹ The Town Personnel Policies and Procedures were not available in digital format; therefore, no attempt was made to edit the manual directly due to the intensive time required to convert.

Pembroke Park Organizational Analysis
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TABLE FOUR: COMPARISON OF PEMBROKE PARK PERSONNEL POLICES TO RECOMMENDED SAMPLES

Sample Policies	Page	Pembroke Park April 1997	Page
I. General Employment Policies	4	Scope	1
		Definitions	2
Equal Employment Opportunity (EEO)	4	Affirmative Action/EEO	6
Affirmative Action Policy	4	Affirmative Action/EEO	7
Anti-Harassment	5		
Sexual Harassment	5	Sexual Harassment	8
Complaint Procedure and Investigation	5		
Hiring/Recruitment	7	General Hiring Procedures and Executive Hiring Procedures	20 & 22
		New Employment Orientation	25
		Physical Exams	24
		Hiring of Former Employees	27
Nepotism/Employment of Relatives	7	Employment of Relatives	35
		Employee Identification	36
Employment Status	8		
Drug Free Workplace Policy	8	Drug/Alcohol Use	9
Employer, State and Federal Grantor/Contracting Notice	9		
Probationary Period	9	Probationary Period	26
Outside Employment	10		
		Code of Ethics	28
		Personal Conduct	29
Conflict of Interest	11		
Gifts and Gratuities	11		
Political Activity	11	Political Activity/Voting	16
Workplace Privacy/Computer and Internet Use	12		
Social Networks, Personal Websites and Blogs	13		
Inclement Weather	14		
II. Wages and Hours of Work	15		
Classification System	15	Classification Plan & Compensation Plan	10 &

Pembroke Park Organizational Analysis
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Sample Policies	Page	Pembroke Park April 1997	Page
			12
Hours of Work	15	Work Hours	30
Overtime and Compensatory Time	16	Overtime	32
		Callback and Standby/On-Call	33
Payment of Wages	17		
Performance Evaluations	17		34
Holidays	18	Holidays	49
III. Leave Policies	18		
Annual Leave	18	Vacation	53
Sick Leave	19		55
Military Leave	20		62
Jury Duty	20		59
Bereavement Leave	21	Funeral Leave	58
Physical Disability and Personal Leave	21	Disabled Employees (ADA)	37
		Resignations	46
		Town Property and Equipment	47
		Family Leave	60
		Leave without Pay	61
IV. Benefits	22	List of Benefits	48
		Workers Compensation	50
		Group Insurance	51
		Employee Training & Development	52
V. Discipline	23		
Discipline Policy	23	Employee Counseling Employee Warning Notice	39
Discipline Policy [Option]	24	Separations and Disciplinary Action	42
Examples of Conduct Warranting Disciplinary Action	24	Grievances	40
Grievance Procedure	25	Safety	14
		Subpoenas/Lawsuits	18
		Personnel Records	0

Pembroke Park Organizational Analysis
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Table of Abbreviations

ABA	American Bar Association
APWA	American Public Works Association
BTR	Business Tax Receipts
CAFR	Comprehensive annual financial report
CCNA	Consultant Competitive Negotiation Act
FCCM	Florida Certified Contract Management
FCCN	Florida Certified Contract Negotiator
FLC	Florida League of Cities
GFOA	General Finance Officers Association
ICMA	International City/County Management Association
IT	Information Technology
NASPO	National Association of State Purchasing Officers
NIGP	Institute of Government Procurement
NLC	National League of Cities
OIG	Office of the Inspector General
OWMCS	Oel Wingo Management Consulting Services
RFP	Requests for Proposal
SOP	Standard Operating Procedures

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Attachments

ATTACHMENT 1: LIST OF INTERVIEWEES

March 5, 2018

Ashira Mohammed, Mayor
Howard Clark, Vice Mayor
Tom Wilde, Assistant Town Manager
Natasha Joseph, Assistant Town Manager
Michelle Grooms, Billing & Business Tax Clerk
Georgina Rodriguez, Finance Director

March 6, 2018

Jeffrey Louis – Chief Code Enforcement Officer
Mark Pakula – I.T. Director
Todd Larson – Public Works Director
Peter Kunen – Town Engineer/Assistant Public Works Director

March 7, 2018

Lucie Manzerolle – Administrative Assistant (Building Dept.)
Nick Tisi – Supervisor of Sewer
Gary Nereus – Maintenance Worker (Sewer)
Robert Day – Maintenance Worker (Sewer)
Billy Hahn – Maintenance Worker (Roads & Streets)
Byron Hill – Maintenance Worker (Roads & Streets)
James Lawson – Maintenance Worker (Roads & Streets)
Timothy Wallace – Maintenance Worker (Roads & Streets)
Teresa Malcolm – Permit Clerk (Building Dept.)
Stephanie Woodbury – Administrative Assistant (Public Works & Mayor)
Georgina Cohen, Commissioner

March 8, 2018

Chris McKine – Parks Supervisor
Joanie Greene – Administration
Adrian Mesa – Parks
Misael Flores – Parks
Robert Patterson – Parks
Denali (Accounting software)
Valerie Evans – Finance
Tiffany Colquitt – Finance
Michael Miller – Town Planner
Joseline Ramirez – Code Enforcement
Michelle Riley – Receptionist
Michelle Grooms – Billing & Business Tax Clerk
Town Insurance Broker
Bob Inzer, FLC Advisor

March 9, 2018

Howard Clark, Vice Mayor
Chris Ryan – Town Attorney
Georgina Cohen, Commissioner
Alan Corriveau – Building Official
Natasha Joseph – Assistant Town Manager
Tom Wilde – Assistant Town Manager
Ashira Mohammed, Mayor
Conference Call with Danalis Software and IT Director

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ATTACHMENT 2: DOCUMENTS REVIEWED

1. Broward Office of the Inspector General, Final Report Re: Misconduct and Gross Mismanagement in the Town of Pembroke Park Procurement of Professional Engineering Services"
2. Bob Inzer, FLC Advisor, Final Report to the Town (March 2018)
3. Charter and Code of Ordinances
4. Procurement Ordinance adopted January 2, 2018 by the Town
5. Personnel Policies and Procedures Manual dated 1997
6. 2016 CAR
7. Financial Documentation and Data from Danali Software company
8. Finance Director's Budget Workbook for 2017-2018
9. Employee's Salaries as of 2017
10. Salaries and Job Descriptions from other communities

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

ATTACHMENT 3: OIG RECOMMENDED ACTIONS FROM FINAL REPORT

- 1) RECORDS: Require the clerk-Commissioner and the deputy Town clerk to undergo training on the municipality's records, and to establish and maintain a system of accurate and retrievable recordkeeping for all town records, documenting any records that are lost or destroyed;
- 2) RECORDS: Maintain sufficient records of engineering services qualification, solicitation, and negotiation to enable the Town to document its compliance with local, state, and federal regulation;
- 3) PURCHASING: Require that all procurements for engineering services be preceded by a purchase order detailing the general terms and scope of work to be provided;
- 4) PURCHASING: Verify that the work that the Town paid for engineering services was done;
- 5) PURCHASING: Endeavor to ascertain whether the Town overpaid for engineering services per the CCNA and, if so, evaluate whether the Town is in a position and has a valid basis to seek recovery;
- 6) PURCHASING: Identify all staff who should be involved in the proper and legal procurement of engineering services and provide them with periodic training on the same;
- 7) PURCHASING: Request the assistance of the Florida Department of Transportation or Department of Management Services in making a procurement through the competitive solicitation and negotiation process, in order to benefit from those agencies' already-developed best practices;⁵⁸
- 8) CHARTER: Determine what it means for Commissioners to "have charge of" Town departments and uniformly apply that meaning, including, if appropriate, rearranging the Town's organizational chart to delineate direct reporting to the Mayor, vice Mayor, and other Commissioners;
- 9) CHARTER: Review the Town Code provisions that specify that the Town engineer, Town Manager, and finance and budget are appointed by and serve at the pleasure of the Commission for potential clarification or change and, if appropriate, rearrange and republish the Town organizational chart;
- 10) HUMAN RESOURCES: Write and issue position descriptions for all staff members, including the Town Manager, Public Works Director, and finance and budget director, indicating to whom they directly report;
- 11) HUMAN RESOURCES: Consider writing and codifying a conflicts of interest prohibition or code of ethics for staff members and elected officials; and
- 12) PURCHASING & FINANCE: Draft and publish a written procedures manual for procurement, accounts payable, and other critical finance functions.

Pembroke Park Organizational Analysis
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ATTACHMENT 4: BOB INZER'S FINAL REPORT

Received March 12, 2018
Mayor and Commissioners
Pembroke Park
3150 West 52nd Avenue
Pembroke Park, Florida 33023
Dear Mayor and Members of the Commission:

In late January, the Mayor contacted the Florida League of Cities requesting assistance. A long-term manager recently departed the Town and the Broward County Inspector General released an audit, critical of the Town's procurement processes related to professional engineering. I am on retainer with the League of Cities as an Advisor. The League suggested that I might be of help to the Town as a possible resource. The Mayor called me and we discussed some of the significant issues before the Commission. I advised her I would fly down to Pembroke Park and spend a few days interviewing Commissioners, staff and their consultants and provide a report regarding my findings and recommendations. There would be no charge for my time, but that the Town would be responsible for my out of pocket travel expenses. On February 13th, I was advised that the Commissioners had approved reimbursement for my travel and the visit was scheduled for March 21-23rd.

Prior to my visit, I reviewed:

- Broward County Office of Inspector General's Report dated, February 2, 2018; Misconduct and Gross Mismanagement in the Town of Pembroke Park Procurement of Professional Engineering Services
- The 2016 Comprehensive Annual Report
- Grau and Associates, CPA's letter dated March 7, 2017 regarding the need for supplemental information to complete audit
- Town Charter

During my visit, I received and reviewed:

- Ordinance 91-5-1, Ordinance creating the Office of Town Administrator
- Procurement Ordinance adopted January 2, 2018 by the Town
- Town Commission Meeting Amended Agenda for February 21, 2018
- Personnel Policies and Procedures Manual dated 1997
- Certain Plan documents for the Town Commission Retirement Plan
- Listing of Recurring Monthly Expenses 2017/2018
- Listing of Bills for February 2018 exceeding \$500
- Employee's Salary as of 2017

Prior to arrival, I requested the Mayor to assist me in making my visit productive by setting up meetings with Commissioners, Finance Director, Broward County **OIG**, Grau & Associates, CPA's, and such other staff or external parties she thought would be helpful. The Broward County **OIG** was unwilling to meet with me and indicated if I had questions, I could submit them in writing. Given that I had their report which was very comprehensive, I did not submit any questions to the **OIG**.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

I want to thank her and the other staff of Pembroke Park for assisting me both before arrival and during my visit. The Commissioners, staff and external parties were very open and willing to provide me any documents I wanted and were generally candid in their comments.

History:

The Town has been remarkably stable in its leadership. The former Town Manager held that position on two occasions for a total of 29 years. Two of the existing Commissioners have been in office for over 25 years, one for 15 years and the last for nearly twelve. The fifth Commission seat recently resigned after 20 years in office and this seat will be filled in March 2019. There appears to be very little staff turnover and most of the employees I met with had careers with the Town spanning 15 years or more.

In approximately August 2014 the **OIG** opened an investigation into the procurement practices of Pembroke Park. As information became available through conversations and the release of the preliminary report, the Commission became aware that the Town Manager had ignored and violated local, state and federal procurement laws and regulations. Due to the long-term relationship between the Commissioners and the managers, a high level of trust had been built up. The manager appears to have effectively taken advantage of this trust by renewing and modifying his contract without the Commission being aware of the amount of his compensation. He successfully used this reservoir of trust to play Commissioners off against each other and focus attention on other Commissioners and not himself or the Town policies. In October of 2017, the Commission decided not to renew his contract and has been acting without an interim or permanent Town Manager since then. There are two Assistant Town Managers that are currently sharing the manager's responsibilities but without action by the Commission to delegate to either of them specific authority.

Scope:

The scope was limited by the amount of time spent in Pembroke Park and documents available to review. It did not encompass any review of the quality of existing staffing, their performance, and whether such resources were adequate or excessive. My focus was a top down review beginning at the Town Charter, review of governmental structure, review of existing policies and procedures, and a limited focus on overall expenditure levels.

Findings:

Financial Health and Resources: First, the Commissioners universally care about their Town and were committed to providing quality services to their citizens. While my discussions with Commissioners, staff and others were limited and my review of other documents brief, it did not appear that any of the Commissioners were using the Town for their individual gain. Secondly, the Town is financially healthy and has sufficient resources to fix its current problems and to provide its citizens quality services. Lastly, if Pembroke Park retained strong capable management it should be easy to fix the current deficiencies relatively quickly.

Pembroke Park is not a large or complex government. It has a population of only 6000, doubling during the season, only 32 employees with many services contracted out (Police, Fire, Water and

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

Sewer treatment and billing).

Recommendations: None

Charter: The Town Charter was adopted in 1957 and I could not determine if there has ever been a comprehensive review of the Charter in the intervening 60 years. The Charter as written is a Commission form of government whereby the Commission is responsible for the day to day operations of the government. In 1991, the Commission adopted Ordinance 91-5-1 which established a Town Administrator. It charged the Administrator (sometime thereafter the then Administrator and Commission began referring to him as the Town Manager) with ensuring policies were followed but failed to charge him with developing policies for Commission approval. The ordinance provided that he attended all Commission meetings, but for 10 years, with the Commissions approval, he has been absent at Commissions meetings while he attended meetings for the Town of Plantation where he served on the Commission. The ordinance does not charge him with supervision over any employees except the Executive Department, but as a matter of course, all employees reported to him and, to the extent, that they had evaluations, he did them. Merit raises and any adjustments in pay were made by the Manager without specific Commission approval. Department Directors indicated they had authority to hire and fire employees under them with managers approval. Department Heads were hired and fired by the Commission but I failed to see any circumstances in the past 15 years of their involvement in evaluating specific Department heads or other employee or operational oversight.

Recommendations: The Commission should undertake a comprehensive review of the Charter. They should hire a facilitator, that is familiar with Charter reviews to assist them and make them aware of their options and the implications of those choices. As noted above, the Charter provides for a Commission form of government, however, there is little evidence that the Town has operated as a Commission form during the past 25 plus years. Many former cities/Towns with Commissioner forms of government have evolved into either a Commission-Manager or Commission-Strong Mayor form of government and there are relatively few Commission governments remaining (less than three in Florida today). Government has become increasingly complex with federal, state and local requirements and vesting the day to day management responsibilities with a lay Commission is very difficult. The Commission should conform their Charter to align with their current structure, which is effectively a Commission-Manager form of government.

Management: Pembroke Park has been severely mismanaged for many years. The manager had for many years the trust and confidence of the Commission. He used this trust, to some extent, to successfully control the Commission. He used techniques such as not releasing the agenda materials with sufficient time for the Commission to review the materials prior to the meeting, adding non-agenda items at the last moment to the Commissions agenda and operating without defined or written policies and procedures to effectively transfer control from the Commission to the manager. The manager's recommendations were seldom challenged or not approved. The Broward County Office of Inspector General accurately pointed out that the Town has violated state and federal procurement laws and regulations in addition to ignoring its own Charter. I could not find where the Town, prior to adoption of the January 2, 2018 Procurement Ordinance, had any procurement policies and procedures. In fact, the Town operated with virtually no policies or procedures. Thus, it

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

gave management free rein to operate without restrictions or oversight.

Recommendation: The Town has been managed by the same manager for over 25 years. The Town needs a new professional manager to begin changing the corporate culture. The existing personnel have generally been developed and trained by the former manager. I saw no evidence where the other managers recognized the inappropriateness of operating without policies and procedures and proposed any. In fairness to the other employees working for the Town, I did not interview all of them and my findings may be somewhat overstated. However, taken as a whole, the Town needs an infusion of independent professional leadership and should immediately begin to recruit and retain an interim Town Manager.

Policies and Procedures: The Personnel Policies and Procedures manual is dated 1997. Since adoption, it has only been amended once in 2009 to limit the accrual of annual leave to 400 hours. The Personnel Manual is very dated and needs to be updated. I was not provided any other administrative policies that guided the government and assume that none exists.

Ordinances, laws and regulations are generally broad and require specific policies and procedures to effectively implement and delegate responsibility. Clearly, there are laws and regulations related to procurement, but who was responsible for insuring implementation and compliance was undefined since there were no policies or procedures. It is hard to hold staff accountable when there are no policies delegating them specific responsibilities.

Recommendation: The Town has retained the Services of Oel Wingo, Management Consulting Services to assist you in reviewing and modifying your existing policies and procedures and developing policies and procedures where needed. I believe this is a good first step. It will be up the Commission to ensure that policies once developed are adopted, followed and enforced.

Commissioner Development: Commissioners are the Board of Directors of a municipal corporation. In that they are ultimately responsible for the efficient and effective delivery of services and the long-term financial health of the institution. They establish the vision they want for their community and set the goals for the institution to accomplish this vision. They then adopt a budget to provide resources and hire a manager/employees to accomplish the goals. They are also responsible to review their performance, to ensure that the Town is operating in an efficient and effective manner and is accomplishing the established goals. In a Commission form of government, the Commissioners take a more active role in the day to day activities and are more directly responsible for operations. In a Commission- Manager form of government, they delegate to the manager the day to day operations and hold him accountable.

Pembroke Park's Charter is a Commission form of government slightly modified by Ordinance 91-5-1 authorizing a Town Administrator. The Town has effectively operated more like a Town Manager form of government with all employees reporting to the Town Manager with the Commission not directly involved in day to day operation.

The Commission needs processes and tools to evaluate both the overall organization and management. Often it is the Manager that will suggest these processes and tools understanding it is fundamental requirement of any organization. Private entities measure performance by profitability,

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

expense ratios, customer satisfaction, sales, market penetration, etc. Local governments are harder to measure and compare but there are tools and processes that are used to evaluate performance.

Recommendation: The Commissioners would benefit from having an educational session in governmental structure including discussions of roles and responsibilities of the Commission and Manager. This would be a helpful background for the Commission as they undertake a review of their Charter and governmental structure. The Florida League of Cities University can help identify and arrange for a qualified presenter.

The Commission appears not to regularly participate in any of the ongoing educational programs offered by the League. Attending these conferences allows Commissioners the opportunity to interact with their peers both during sessions and afterwards. The stronger the Commissioner's understanding of their role and how cities/Towns operate the harder it will be for a future manager to mislead them. The Florida League of Cities University can also identify for the Commission a peer group of cities that are most similar to Pembroke Park. Budgets and other financial reports are available on line from the individual cities and also from the State of Florida Department of Financial Services and the Auditor General's Office. While no two cities are exactly alike, the peer group comparison can serve as a baseline to help evaluate manager's performance and the efficiency of operations.

Contractual Relationships: The Commission became aware of the problems in their contractual relationship with their engineer from the Office of the General Inspector. His report was limited to just professional engineering services. Given the problems uncovered in that relationship, you should anticipate that similar problems probably exist with some of your other contractual relationships. I was provided a listing of regular disbursements from the Town treasury. While I did not have the time to review the actual work product of any of the vendors or meet with any of them to fully understand the services they were rendering, the Commission should assume that there potentially problems with the Towns other relationships. In reviewing the expenditures for services relative to the size of the Town, several of these expenditures appear unusually high.

Recommendation: The Town should undergo a full review of all of their contractual relationships. The Commission would be well served to wait until they have selected an interim Town Manager prior to undertaking this review. Familiarity and history with the Town is a valuable asset, but so also is a fresh perspective. In discussions with Commissioners and staff, many of these relationships are very long standing. Just as the Town has been well served by retaining a new Auditor, so also may they be well served by making other changes in their contractual relationships.

Conclusion: The Town has a Commission that is committed to doing what is in the best interest of the citizens of Pembroke Park. The Town is fiscally healthy and has the resources to provide quality services. They are in need of an outside professional manager to bring a fresh, independent and objective review of operations. I do not believe that can be accomplished by selecting an existing employee to be the interim Town Manager. The Town should move quickly to make this selection as it will be difficult to effectively move forward on many of the other recommendations unless you have a manager committed to change. I cannot overstate the importance of this recommendation or how quickly the Commission should move in fill this position.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The Commission should expect resistance to change. It is human nature and the Town appears with respect to its administration to have been stagnant for quite some time. I believe that there is an opportunity to both improve services and cut costs. Both of these are outcomes that will inure to the benefits of you and your citizens. They are not likely to be accomplished without some difficult decision making on the part of the Commission, but in the end will make Pembroke Park a better place to live and work

I appreciate this opportunity and appreciate that all of the Commissioners and staff were open and candid in their conversations with me. I am hopeful my insights and recommendations are helpful in moving the Town forward. Please feel free to call me if you have any questions or if I can be of further assistance

Sincerely,

Bob Inzer, Advisor

Florida League of Cities

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

Attachment 5: FLORIDA ATTORNEY GENERAL LEGAL OPINION

Number: AGO 2003-36

Date: July 31, 2003

Subject: Municipal Charter, amendment

Mr. Richard Kane

Attorney for Hallendale Beach Charter Review Committee

400 South Federal Highway

Hallendale Beach, Florida 33009-6433

RE: MUNICIPALITIES-CHARTER-amendment of post 1973 Charter must be in accordance with s. 166.031, ss. 166.021(4), 166.031, Fla. Stat.

Dear Mr. Kane:

On behalf of the Charter Review Committee of the City of Hallendale Beach, you ask substantially the following question:

May the Charter of the City of Hallendale Beach, which was adopted in 1976, be amended to provide that future amendments to the Charter may be made by the city Commission without referendum with the exception of certain provisions that could be amended only as provided in section 166.031, Florida Statutes?

You state that the Charter Review Committee of the City of Hallendale Beach is presently conducting a study and review of the municipal Charter, which was adopted in 1976. One of the subjects of review is the possibility of amending the Charter by ordinance to avoid the expense of a referendum. The committee is considering amending the Charter to provide that the Charter may be amended by ordinance except for those areas enumerated in section 166.021(4), Florida Statutes, or by specifically stating that the Charter may be amended by ordinance except with respect to the exercise of extraterritorial powers, the existence or creation of the municipality, the terms of elected officers or manner of their election, the distribution of powers of elected officials, changes in the form of government or boards provided in the Charter, and the rights of municipal employees, which could only be amended as provided in section 166.031, Florida Statutes.

Article VIII, section 2(a), Florida Constitution, provides that municipal charters may be amended pursuant to general or special law. The Florida Legislature, with the 1973 adoption of the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, granted municipalities broad home rule powers. In order to implement such a grant, section 166.021(4) and (5), Florida Statutes, repealed or converted into ordinances many of the provisions of municipal charters in existence at that time. Section 166.021(4), Florida Statutes, however, provides that nothing in Chapter 166, Florida Statutes, is to be construed as permitting any changes in a special law or municipal Charter that affect:

"the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal Charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates, the distribution of powers among elected

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

officers, matters prescribed by the Charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. 166.031."

Thus, municipal Charter provisions adopted prior to 1973 that do not affect the above enumerated areas were either repealed or converted into ordinances and are subject to modification or repeal as are other ordinances.

Charters or Charter provisions adopted or readopted subsequent to the adoption of the Municipal Home Rule Powers Act in 1973, however, may only be amended as provided in section 166.031, Florida Statutes. That section provides in subsection (1):

"The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its Charter, which amendment may be to any part or to all of said Charter except that part describing the boundaries of such municipality. *The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.* " (e.s.)

If the proposed amendment receives the favorable vote of a majority of the municipal electors voting in the referendum, the governing body is required to incorporate the amendment into the Charter and file a copy of the revised Charter with the Department of State, at which time the revised Charter shall become effective.[1]

As a general principle, concurrent legislation enacted by a municipality may not conflict with state law; if such conflict arises, state law will prevail.[2] Moreover, a municipality cannot forbid that which the Legislature has authorized or required, nor may it authorize that which the Legislature has forbidden.[3]

Section 166.031, Florida Statutes, sets forth the procedures to be observed in amending municipal charters, including a requirement that a proposed amendment shall be subject to approval by referendum of the voters. Thus, this office has previously stated that a municipal Charter provision adopted or readopted after the creation of the Municipal Home Rule Powers Act in 1973 must be amended in accordance with section 166.031, Florida Statutes. For example, in Attorney General Opinion 75-223 this office specifically advised the City of Tamarac that its Charter, readopted after 1973, could not be amended except as provided in section 166.031.

Similarly, in Attorney General Opinion 79-80 this office stated that the Lake Wales City Commission could not unilaterally amend its municipal Charter but could only propose an amendment that would be submitted to the municipal electors for their approval at a referendum held for that purpose. More recently, in Attorney General Opinion 97-53 this office concluded that a city Commission could not delegate its canvassing board duties to a consolidated municipal canvassing board, absent an existing Charter provision authorizing such a transfer or an amendment to the city's Charter approved in a referendum by the city's electorate.[4]

Moreover, this office has consistently stated that the Charter amendment provisions in section 166.031, Florida Statutes, prevail over conflicting provisions in a municipal Charter.[5] section 166.031(3), Florida Statutes, itself provides that a municipality may amend its Charter as described

Pembroke Park Organizational Analysis

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above, even if the Charter itself provides otherwise.

While the Legislature has enacted certain exceptions to the referendum requirements of section 166.031, Florida Statutes,[6] nothing in the act provides a general exception to the referendum requirement for any Charter amendment except those enumerated in section 166.021(4), Florida Statutes. As noted above, section 166.021(4) sought to ensure that the amendment of pre-home rule charters, which were otherwise repealed or converted into ordinances by the home rule powers act, would be required to comply with the new procedures for amending a Charter set forth in section 166.031 for those areas enumerated.

Accordingly, I am of the opinion that the Charter of the City of Hallendale Beach, which was adopted in 1976, may not be amended to provide that future amendments to the Charter may be made by the city Commission without referendum with the exception of certain provisions; rather the city Charter must be amended in accordance with the provisions of section 166.031, Florida Statutes.

Sincerely,

Charlie Crist

Attorney General

CC/tjw

[1] section 166.031(2), Fla. Stat.

[2] *See, e.g., City of Miami Beach v. Rocio Corp.*, 404 So. 2d 1066 (Fla. 3d DCA 1981), *pet. for rev. den.*, 408 So. 2d 1092 (Fla. 1981); *Board of Trustees of City of Dunedin Municipal Firefighters Retirement System v. Dulje*, 453 So. 2d 177, 178 (Fla. 2d DCA 1984).

[3] *See, e.g., Rinzler v. Carson*, 262 So. 2d 661, 668 (Fla. 1972); *City of Hialeah v. Martinez*, 402 So. 2d 602 (Fla. 3d DCA 1981), *pet. for rev. dismissed*, 411 So. 2d 380 (Fla. 1981) (municipal Charter cannot make unlawful that which the Legislature has made lawful). *And see Alsop v. Pierce*, 19 So. 2d 799, 805-806 (Fla. 1944) (a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way); *Thayer v. State*, 335 So. 2d 815, 817 (Fla. 1976).

[4] *And see* Op. Att'y Gen. Fla. 01-15 (2001) (city Commission may amend its city Charter, adopted in 1977, to remove a requirement that the city manager reside within the city only if such amendment is approved by referendum of the qualified electors of the municipality).

[5] *See* Op. Att'y Gen. Fla. 88-30 (1988).

[6] *See, e.g., s. 166.031(3)*, Fla. Stat., stating that "[a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2)"; and *s. 166.031(5)*, Fla. Stat., which permits a municipality, by unanimous vote of the governing body, to abolish municipal departments provided for in the municipal Charter and amend provisions or language out of the Charter which have been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the Florida Constitution or the Federal Constitution.

Pembroke Park Organizational Analysis

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Attachment 6: Contract Management Plan Template

Contract Name:		
Contract #:		Purchase Order#:
Background <i>(Brief description of the goods/services being provided, how the contract was established and the outcomes and outputs expected from a successful contract.)</i>		
Contacts:		
Contractor name:		
Address:		
Phone:		
Fax:		
Key Personnel:		
Name	Contact Details (phone, email, fax)	Role
Documents		
<i>List the documents associated with the contract and where they are located</i>		
Transitional arrangements		
<i>If it is a new contractor, how will stakeholders be impacted? How will transition be managed (is there a transition plan)? What transitional tasks need to be addressed (e.g. notification to stakeholders/users, transfer of contract material from previous contractor)?</i>		
Communication Strategies		
<i>Between the contracting parties - How regularly will contract review meetings be held between the contractor and the contract manager? How frequently do the parties need to meet in relation to operational matters?</i>		

3/29/2018

Page 62 of 72

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

<i>With stakeholders - Who are the stakeholders? What are the key methods to be used for liaison, reporting, signaling problems etc.</i>		
Performance evaluation		
<i>What are the measures against which the contractor's performance will be assessed? How will the information be collected? How often will the evaluation occur?</i>		
• Reporting requirements		
• <i>What are the reporting requirements under the contract? What will be the method of reporting (e.g. paper reports, electronic, etc.)</i>		
•		
• Risk management		
• <i>What are the key risks associated with the contract? What will be done to reduce the risks?</i>		
•		
• Contract operation		
• <i>How are conflict and disputes to be resolved under the contract? How will contract variations be handled? What conditions apply to payments, and when will payment be made?</i>		
•		
• Contract milestones		
• <i>List all milestones in relation to delivery of goods/services under the contract, reporting (e.g. progress reports, activity reports etc.) and payment dates.</i>		
• Key tasks with milestones	• Responsibility	• Date
•	•	•
• Contract review		
• <i>How soon before the contract expiry date will the review occur? How will the review be undertaken? How will success be measured (should be in terms of the identified outputs and outcomes)? Will the contract management processes itself be reviewed?</i>		
•		
• Future contract options		
• <i>What will occur at the end of the contract? If it is a continuing requirement, is there an option to extend? What time frame will be associated with re-tendering the contract?</i>		

ATTACHMENT 7: STANDARD OPERATING PROCEDURE TEMPLATE

LOGO	Department	SOP #
	Division/Function	Revision #
		Implementation Date
Page #	64 of xx	Last Reviewed/Update Date
SOP Owner		Approval

Standard Operating Procedure

Official Name of Procedure

1. Purpose

Describe the process for <official name of SOP>.

Describe relevant background information.

2. Scope

Identify the intended audience and /or activities where the SOP may be relevant.

3. Prerequisites

Outline information required before proceeding with the listed procedure; for example, worksheets, documents, reports, etc.

4. Responsibilities

Identify the personnel that have a primary role in the SOP and describe how their responsibilities relate to this SOP. If necessary, include contact information.

5. Procedure

Provide the steps required to perform this procedure (who, what, when, where, why, how). Include a process flowchart.

6. References

List resources that may be useful when performing the procedure; for example, Admin policies, Municipal Code, government standards and other SOPs.

7. Definitions

Identify and define frequently used terms or acronyms. Provide additional and/or relevant information needed to understand this SOP.

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

ATTACHMENT 8: AVERAGE SALARIES OF MUNICIPAL OFFICIALS

Position	Average Salary	Pembroke Park
Chief admin officer / city manager	\$106,408	\$308,947
Chief elected official	\$51,918	\$42,000
Chief financial officer	\$87,173	\$148,796
Chief law enforcement official	\$82,015	
Chief librarian	\$67,101	
Clerk	\$56,565	
Economic development advisor	\$83,261	
Engineer	\$90,570	\$105,006
Fire chief	\$83,009	
Health officer	\$71,247	
Human resources director	\$80,336	
Human services director	\$76,683	
Information services director	\$88,312	
Parks and recreation director	\$76,587	
Parks superintendent	\$58,946	
Planning director	\$80,852	
Primary assistant manager / CAO	\$98,439	\$161,157
Public safety director	\$87,997	
Public works director	\$80,214	\$149,552
Purchasing director	\$69,037	
Recreation director	\$64,926	
Risk manager	\$73,751	
Treasurer	\$60,576	

Source: <https://www.nlc.org/average-salaries-of-municipal-officials>

Pembroke Park Organizational Analysis
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Town of Pembroke Park Employee Salaries for Fiscal Year 2017										
Last Name	First Name	Total Leave In \$	Total leave hours	Approx. Yearly Vehicle Expense	Yearly Salary 18-17	Yearly Soc Sec & Medicare Taxes 7.65 %	Approx. Yearly Retirement Expense	Approx. Yearly Insurance Cost	Approx. Workers Comp.	Approx. Total Yearly Cost
Mayor & Commission 510-511										
Clark	Howard				42,000.00	3,213.00	17,339.00	32,444.0	96.60	95,083.40
Cohen	Georgina				42,000.00	3,213.00	17,339.80	24,126.5	96.60	86,775.88
Mohammed	Ashira				42,000.00	3,213.00	17,339.80	16,028.4	96.60	78,675.82
Shoeff	Emma				42,000.00	3,213.00	17,339.80	4,807.4	96.60	67,458.84
Wexler	Annette				42,000.00	3,213.00	17,339.80	25,698.8	96.60	88,348.20
Colquitt	Tiffany	773.00	34.11		47,130.72	3,605.50	2,118.17	13,459.3	108.40	66,420.11
Green	Joan	1,385.50	59.22		48,659.52	3,722.15	3,659.20	14,760.4	111.92	70,913.45
Grooms	Michelle	10,928.06	259.30		87,643.92	6,704.78	6,590.82	14,272.1	201.58	115,413.16
Joseph	Nalasha	102,947.91	1,328.71		161,157.36	12,328.54	35,083.96	15,642.2	370.66	224,582.76
Levy	Robert	361,058.74	2,430.84	8,606.92	308,947.39	23,634.48	46,342.11	19,274.9	710.58	407,516.34
Lopez	Jose	18,371.57	534.41		71,504.16	5,470.07	5,377.11	15,439.3	164.46	97,955.10
Riley	Michelle	264.78	10.46		52,634.40	4,026.53	3,958.11	14,259.8	121.06	74,999.94
Evans	Valerie	6,260.45	190.79		68,260.00	5,221.13	5,132.40	13,458.5	156.98	92,216.96
Cooper	Betty	253.82	13.54		39,000.00	2,983.50	2,932.80	13,467.9	89.70	58,473.93
Rodriguez	Georgina	47,109.76	658.54		148,795.92	11,382.88	32,392.87	15,904.8	342.23	208,718.76
Coriveau	Alan	3,191.29	52.67		126,016.80	9,640.29	9,476.46	17,293.8	2,885.78	165,313.13
Malcolm	Teressa	2,152.47	136.66		32,760.00	2,508.14	2,463.55	12,096.8	75.35	49,901.86
Manzerolle	Lucie	13,680.40	417.59		68,140.80	5,212.77	5,124.19	13,457.1	158.72	92,091.62
Hill	Byron	1,438.56	68.95		43,393.79	3,319.62	3,263.21	14,630.8	4,460.88	69,068.27
Lawson	James	4,058.61	209.03		40,365.31	3,087.65	3,035.47	13,073.4	4,149.55	63,711.68
Wallace	Timothy	2,853.41	158.36		37,477.44	2,867.02	2,818.30	12,779.9	3,852.68	69,795.31
Louis	Jeffery	9,520.07	251.43		78,755.04	6,024.76	17,144.97	13,048.2	1,803.49	116,776.44
Ramirez	Joseline	5,403.12	267.45		42,020.16	3,214.54	3,159.92	13,829.3	96.65	62,320.54
Arrow	Jimmie	1,277.98	93.62		28,392.00	2,171.99	2,135.08	11,995.3	1,277.64	45,972.01
Flores	Misael	3,110.60	185.15		34,944.00	2,673.22	2,627.79	13,997.4	1,572.49	55,814.88
McKine	Christopher	11,711.12	464.89		52,397.44	4,008.40	3,940.29	14,097.6	2,357.88	76,801.62
Mesa	Adrian	2,939.08	126.42		46,356.38	3,699.26	3,636.40	12,977.9	2,176.04	70,845.94
Wilde	Thomas	33,584.24	433.20		161,157.36	12,328.54	35,083.96	16,364.6	370.66	225,305.16
Day	Robert	4,586.14	208.48		45,754.80	3,500.24	3,440.76	13,171.7	4,703.59	70,571.06
Hahn	Billy	3,134.36	128.82		50,808.48	3,871.55	3,805.76	13,498.3	5,202.55	78,986.66
Kunen	Peter	9,854.20	195.19		105,006.72	8,033.01	7,898.51	15,162.5	451.53	136,550.25
Larson	Todd	61,373.98	853.60	9,582.00	149,552.00	11,440.73	32,557.47	17,121.0	343.97	220,597.17
Tisl	Nick	8,226.04	162.57		105,246.66	8,051.39	7,914.57	15,163.7	10,819.39	147,195.99
Woodbury	Stephanie	13,836.97	487.35		58,055.36	4,517.74	4,440.96	12,309.6	135.83	80,458.47
Nerus	Gary	21,841.48	532.14		85,372.56	6,531.00	6,420.02	15,269.5	6,778.30	122,369.40
* Amount is taxable to employee										

* Amount is taxable to employee

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

TOWN OF PEMBROKE PARK
PAYROLL RATES
FISCAL YEAR 17-18

Last Name	First Name	PAYROLL RATE 16-17	Yearly	0.03	Projected Salary 17-18
TOWN MAYOR/COMMISSIONERS					
Clark	Howard	3,500.00	42,000.00	0.00	42,000.00
Cohen	Georgina	3,500.00	42,000.00	0.00	42,000.00
Mohammed	Ashira	3,500.00	42,000.00	0.00	42,000.00
Shoaff	Emma	3,500.00	42,000.00	0.00	42,000.00
TOWN EMPLOYEES					
Colquitt	Tiffany	22.66	47,132.80	1,413.98	48,546.78
Corriveau	Alan	57.70	120,016.00	0.00	120,016.00
Day	Robert	22.00	45,760.00	1,372.80	47,132.80
Flores	Misael	16.80	34,944.00	5,056.00	40,000.00
Green	Joan	23.39	48,651.20	1,459.54	50,110.74
Grooms	Michelle	42.14	87,651.20	0.00	87,651.20
Hahn	Billy	23.33	48,526.40	1,455.79	49,982.19
Hill	Byron	20.86	43,388.80	1,301.66	44,690.46
Joseph	Natasha	77.48	161,158.40	0.00	161,158.40
Ki	Peter	50.48	104,998.40	0.00	104,998.40
Larson	Todd	71.90	149,552.00	0.00	149,552.00
Lawson	James	19.41	40,372.80	1,211.18	41,583.98
Levy	Robert	148.50	308,880.00	3,088.80	51,994.80 *
Lopez	Jose	34.38	71,510.40	0.00	71,510.40
Louis	Jeffery	37.86	78,748.80	22,362.46	101,111.26
Malcolm	Teressa	15.75	32,760.00	7,240.00	40,000.00
Manzerolle	Lucie	32.76	68,140.80	0.00	68,140.80
Mc Kine	Christopher	25.19	52,395.20	1,571.86	53,967.06
Mega	Adrian	23.25	48,360.00	1,460.80	49,810.80
Nerus	Gary	41.04	85,363.20	0.00	85,363.20
Patterson	Robert	14.00	29,120.00	3,873.60	32,993.60
Price	Valerie	32.81	68,244.80	0.00	68,244.80
Ramirez	Joseline	20.20	42,016.00	1,260.48	43,276.48
Riley	Michelle	25.31	52,644.80	1,579.34	54,224.14
Rodriguez	Georgina	71.54	148,803.20	0.00	148,803.20
Tisi	Nick	50.60	105,248.00	0.00	105,248.00
Wallace	Timothy	18.02	37,481.60	2,518.40	40,000.00
Wilde	Thomas	77.48	161,158.40	0.00	161,158.40
Woodbury	Stephanie	28.39	59,051.20	1,771.54	60,822.74
					2,350,092.64

* Dr. Levy retirement date of 10/30/17

Pembroke Park Organizational Analysis
Prepared by: Oel Wingo, Ph.D., ICMA-CM

Separate Attachments:

CHARTER REVIEW: SIXTH EDITION, GUIDE FOR CHARTER COMMISSIONS, NATIONAL CIVIC LEAGUE

GOVERNANCE: THE FLORIDA MUNICIPAL OFFICIALS MANUAL PUBLISHED BY THE FLORIDA LEAGUE OF CITIES

TOWN MANAGER: RECRUITMENT GUIDELINES FOR SELECTING A LOCAL GOVERNMENT ADMINISTRATOR

Documents Provided Via Drop Box Links:

COMMISSION PROCEDURES:

- ☐ Sample Procedural Manual

PROCUREMENT PROCEDURES

- ☐ Orange County Procurement Manual (Based on ABA Model Code)
- ☐ Orange County Procurement Forms

FINANCIAL POLICIES AND PROCEDURES

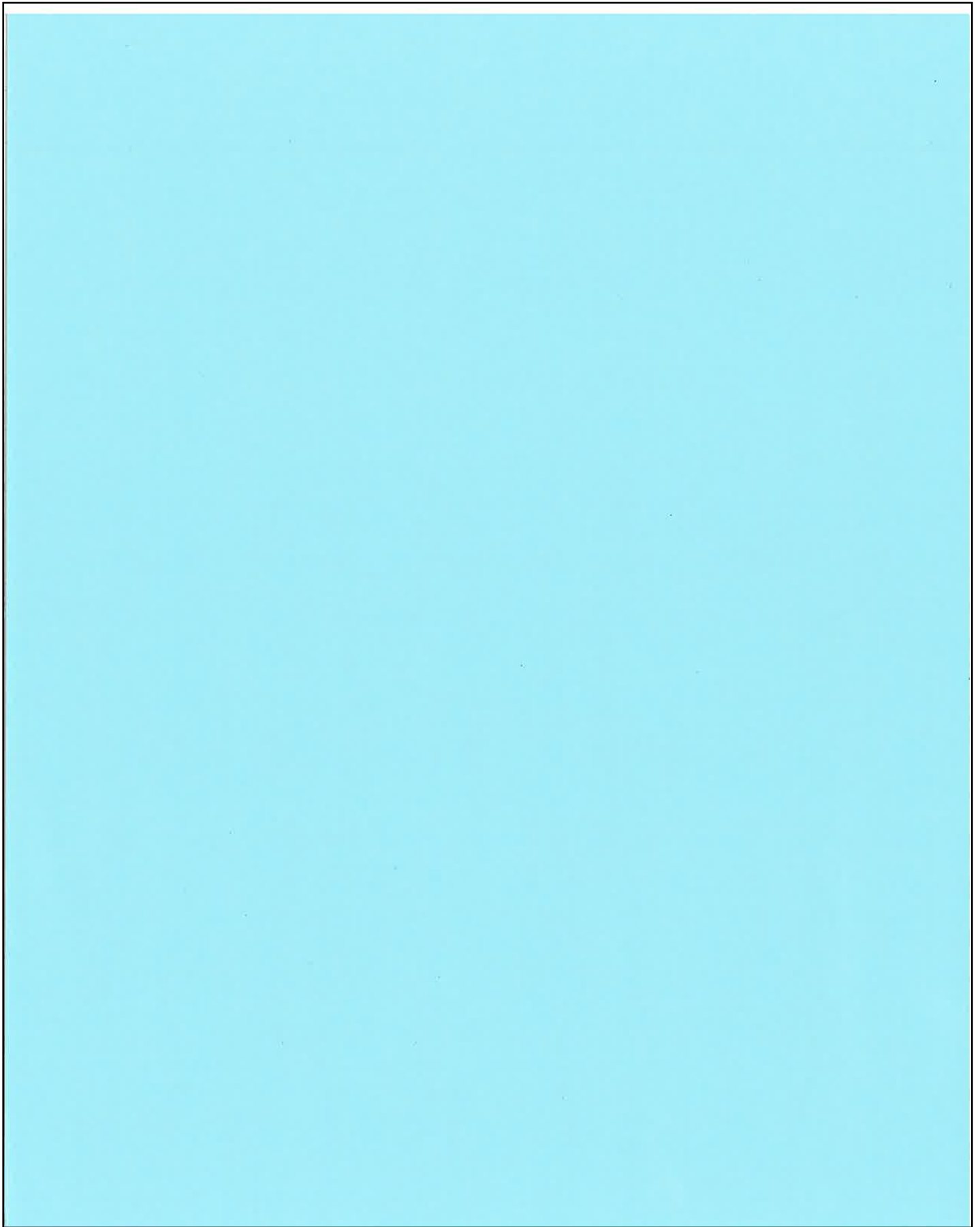
- ☐ Accounting Manual Sample Wellington, Florida
- ☐ GFOA Government Resource Manual
- ☐ GFOA Organization and Design of Effective Budget Functions.

RECORDS MANAGEMENT POLICIES AND PROCEDURES

- ☐ Sample Public Records Policy Manual from Sebastian Florida
- ☐ Florida Basic Records Management Guide
- ☐ Florida Electronic Records Management Guide
- ☐ Florida Local Government General Records Schedule

PERSONNEL POLICIES AND PROCEDURES

- ☐ Town Personnel Policies and Procedures Template



AGENDA ITEM REPORT



To: Town Manager
Subject: Annexation
Meeting: DRAFT AGENDA 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020
Department: Administrative
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

There was a Florida League of City Land Use and Economic Development Committee meeting on October 23, 2020 to set the priority and policy issues for the 2021 legislative session. At this meeting, Annexation chaired by Vice Mayor Howard Clark and lobbyist Dave Sigerson made a presentation to the Committee. There were 7 issues to choose from. After other comments from other presenters, Annexation made the number 1 priority for Land Use and Economic Development (49% of the votes) This is significant!! This is the first time Annexation made number 1 priority for the Florida Legislation

FINANCIAL IMPACT:

Revenues stay in Pembroke Park

POLICY IMPLICATIONS:

Annexation of Town of Pembroke Park will no longer be an option

RECOMMENDATION:

Item for information and discussion

ATTACHMENTS:

[Annexation 202010](#)



LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

**Friday, October 23, 2020
10:00 a.m. – 1:00 p.m.**

**If you experience technical difficulties joining the meeting,
please call FLC staff for assistance:
Zac Velazquez at 850-701-3667 or
Mike Taylor at 321-689-2663**

FLC Staff Contact: David Cruz

**Mark
Mar 2**





Agenda



Land Use & Economic Development Committee Meeting
Friday, October 23, 2020 ~ 10:00 a.m.—1:00 p.m.
Virtual Meeting

AGENDA

- I. Opening Remarks **Al Goldstein, Chair**
Commissioner, City of Lake Wales
- II. Advocacy **Allison Payne, FLC Staff**
- III. FLC Policy Committee Process for 2020-2021 **David Cruz, FLC Staff**
 - A. Logistics for November Policy Committee Meeting
- IV. Potential 2021 Priority and Policy Issues **Al Goldstein, Chair**
Commissioner, City of Lake Wales
 - A. Community Redevelopment Agencies (CRAs) **Gerald Buhr**
City Attorney, City of Avon Park
 - B. Annexation **Howard Clark, Vice Mayor**
Town of Pembroke Park
 - C. Mobility Plans **Louis Rotundo**
Principal, Louis Rotundo and Associates
 - D. Private Property Rights **David Cruz, FLC Staff**
 - E. Sovereign Immunity **David Cruz, FLC Staff**
 - F. Home Based Businesses **David Cruz, FLC Staff**
 - G. Impact Fees **David Cruz, FLC Staff**
 - H. Open Discussion and Voting by Zoom Poll **Committee Members**
- V. Other Business **David Cruz, FLC Staff**
 - A. Key Contacts – Click [HERE](#) to sign up
- VII. Closing Remarks **Al Goldstein, Chair**
Commissioner, City of Lake Wales
- VII. Adjournment



Annexation

2020 ANNEXATION PRESENTATION to the FLC LAND USE & GROWTH MANAGEMENT POLICY
COMMITTEE MEETING, SEPTEMBER 18, 2020

- I. Issues Discussed Below
 - a. Enclaves
 - b. Non-property Owner Voters in a Voluntary Annexation
 - c. Annexation/De-Annexation
- II. Attachments:
 - a. Proposed Annexation Bill Draft

2019 ANNEXATION PROPOSAL – The issues discussed below were matters discussed by the Ad Hoc Committee on Annexation - Brief Explanation: the three issues listed above are addressed in the attached legislative bill draft (this draft is essentially the same as the bill draft that Rep. Silvers received from House Bill Drafting just before the start of the 2019 Legislative Session for filing. Although, Rep. Silvers ultimately decided not to file the bill this last Session, he indicated a willingness to file it in 2020).

The proposed bill would amend chapter 171 – the annexation law:

- a. Enclaves: It expands the definition of enclave to include situations where two or more cities surround an unincorporated area or a situation where an unincorporated area is surrounded by two or more cities and a natural or man-made barrier. Typically cities in this situation will be the regular provider of first responder services. This change would facilitate a city or cities in these kinds of situations in initiating the annexation process already provided for in law for unincorporated areas of 110 acres or less (the size of an enclave is limited by definition within the statute) .
- b. Non-property Owner Voters in a Voluntary Annexation: The bill would facilitate annexation where a majority of individual property owners in a given area seek annexation and where there are no registered voters living in the area to be annexed that are property owners. Currently property owners seeking to be annexed under the statute can be prevented from doing so by tenants or other registered voters who use the address of a post office, library or storage facility to register to vote (the so-called “homeless voters”). This bill would allow the ultimate decision on whether to be annexed up to the property owners.
- c. Annexation/De-Annexation: And finally, the bill would clarify that only a municipality or its residents may initiate a contraction or de-annexation of an area that lies within its boundaries under the statute (s.171.051, F.S.). Furthermore, this section is amended to require that any contraction or de-annexation initiated by special act must be agreed to by each of the municipalities involved.

1 A bill to be entitled
2 An Act relating to annexation procedures for municipalities; amending s. 171.031, F.S., revising
3 definitions; amending s. 171.0413, F.S., revising circumstances under which a municipality is prohibited
4 from annexing certain lands in contiguous, compact, or unincorporated areas without getting consent
5 from a specified percent of landowners in the area; specifying circumstances under which a vote of the
6 electors in the area to be annexed is not required; amending s.171.051, F.S., clarifying language in the
7 section, providing certain procedures for a contraction proposed by special act; providing an effective
8 date.

9 Be It Enacted by the Legislature of the State of Florida:

10 Section 1. Subsection (13) of section 171.031, Florida Statutes is amended to read:

11 171.031 Definitions.— As used in this chapter, the following words and terms have the following
12 meanings unless some other meaning is plainly indicated:

13 (13) "Enclave" means:

14 (a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides
15 by a single municipality or by two or more municipalities; or

16 (b) Any unincorporated improved or developed area that is enclosed within and bounded by one or
17 more municipalities ~~a single municipality~~ and a natural or manmade obstacle that allows the passage of
18 vehicular traffic to that unincorporated area only through one or another of those municipalities ~~the~~
19 ~~municipality~~.

20 Section 2. Subsections (5) and (6) of section 171.0413, Florida Statutes, are amended to read:

21 171.0413 Annexation procedures.— Any municipality may annex contiguous, compact, unincorporated
22 territory in the following manner:

23 (5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals,
24 corporations, or legal entities ~~which are not registered electors of such area~~, such area shall not be
25 annexed unless the owners of more than 50 percent of the land in such area consent to such
26 annexation. Such consent shall be obtained by the parties proposing the annexation prior to the
27 referendum to be held on the annexation.

28 (6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any
29 registered electors that own property in the area to be annexed on the date the ordinance is ~~finally~~
30 adopted, a vote of the electors of the area proposed to be annexed is not required. In addition to the
31 requirements of subsection (5), the area may not be annexed unless the owners of more than 50

32 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the
33 governing body of the annexing municipality does not ~~choose to~~ hold a referendum ~~of the annexing~~
34 ~~municipality~~ pursuant to subsection (2), then the consent of the property owners ~~property owners~~
35 ~~consents~~ required pursuant to subsection (5) shall be obtained by the parties proposing the annexation
36 prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon
37 becoming a law or as otherwise provided in the ordinance.

38 Section 3. Subsections (1) and (2) of section 171.051, Florida Statutes, are amended and a new
39 subsection (11) is added to that section, to read:

40 171.051 Contraction procedures.— Any municipality may initiate the contraction of its municipal
41 boundaries in the following manner:

42 (1) The governing body shall by ordinance propose the contraction of its municipal boundaries, as
43 described in the ordinance, and provide an effective date for the contraction.

44 (2) A petition of 15 percent of the qualified voters in an area desiring to be excluded from the
45 municipal boundaries, filed with the clerk of the municipal governing body, may propose such an
46 ordinance, which must specifically state the facts upon which the contraction petition is based. The
47 municipality to which such petition is directed to immediately undertake a study of the feasibility of
48 such proposal and shall, within 6 months, either initiate proceedings under subsection (1) or reject the
49 petition, specifically stating the facts upon which the rejection is based.

50 (11) Special acts of the legislature providing for contraction of one municipality's boundaries and
51 annexation of the contracted area into another municipality must first be proposed in a resolution
52 adopted by the governing body of each municipality involved.

53 Section 4. This act shall take effect July 1, 2019.



LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

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10:00 a.m. – 1:00 p.m.**

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FLC Staff Contact: David Cruz

**Cancelled
Mar 2**





Agenda



Land Use & Economic Development Committee Meeting
Friday, October 23, 2020 ~ 10:00 a.m.—1:00 p.m.
Virtual Meeting

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Commissioner, City of Lake Wales
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51 annexation of the contracted area into another municipality must first be proposed in a resolution
52 adopted by the governing body of each municipality involved.

53 Section 4. This act shall take effect July 1, 2019.

RESOLUTION NO. 2020-123

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PERSONNEL MANUAL; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park's Personnel Manual (the "Manual") has not been updated since 1997; and

WHEREAS, the Town's Human Resources Department has updated the Town's Manual to be consistent with current human resources management practices and procedures; and

WHEREAS, the Town's Human Resources Department recommends adopting the attached revised and updated Personnel Manual.

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

Section 1: That the Town hereby approves and adopts the revised and updated Personnel Manual for the Town of Pembroke Park.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

Melissa P. Anderson
Town Attorney

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

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

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES”

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park.

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all

cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a

presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, ~~who set policy,~~ appointed officials ~~who advise the Town Commission,~~ and Town staff ~~who implement and administer the Commission's policies.~~ Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

- (b) Do not disrupt Town staff from their jobs.

Under a commission form of government, elected officials acting in their official capacity, will interact with staff. However, elected and appointed officials should not direct staff, nor should they interrupt staff and appointed officials should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

- (c) Never publicly criticize an individual employee.

Elected and appointed Town officials should never express concerns about the

performance of a Town employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as

unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 9th day of December~~August~~, 2020.

ATTEST:

MARLEN D. MARTELL

GEOFFREY JACOBS

ASHIRA A. MOHAMMED

Town Clerk~~-Commissioner~~

Mayor-Commissioner

I HEREBY CERTIFY that I have

approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

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ORDINANCE NO. 2020-007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252.38, Florida Statutes, authorizes and encourages municipalities to create municipal emergency management programs, and that such programs shall coordinate their activities with those of the county emergency management agency; and

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Commission desires to amend the code of ordinances to provide for comprehensive emergency management procedures; and

WHEREAS, the Town Commission finds that the proposed emergency management procedures in this ordinance are consistent with and subject to the applicable Broward County Emergency Management Plan pursuant to Section 252.38(2), Florida Statutes.

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

Section 1: That sections 2-101 through 2-106, of the Code of Ordinances, Town of
Pembroke Park, Florida, are hereby deleted in their entirety.

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-101, which section reads as follows:

“Sec. 2-101. Intent and objectives.

Natural, technological and manmade disasters and other emergencies that occur in the
Town may threaten the life, health and safety of its people, damage and destroy property, disrupt
services and everyday business and recreational activities and impede economic growth and
development within the Town. A state of emergency may be declared in emergencies to activate
the emergency mitigation, response and recovery aspects of the state, local and interjurisdictional
emergency management plans. It is the intent of this article to designate the Mayor as the
authorized Town official to declare a state of emergency and to provide the Town Manager with
the authority to manage the event and expedite the recovery of the community affected by a
disaster or other emergency.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-102, which section reads as follows:

“Sec. 2-102. Declaration of state of emergency based upon substantial harm.

(a) The purpose of the declaration of a state of emergency based upon substantial
harm is to meet the dangers presented to the Town and its people by emergencies pursuant to the
terms

of Chapter 252, Florida Statutes, whether such emergency is declared by the Mayor or the governor of the state.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon substantial harm exists within the Town or any part or parts thereof pursuant to Section 252.38, Florida Statutes. The Mayor may declare that a state of emergency based upon substantial harm exists whenever the Mayor determines that:

(1) An emergency has been created by an occurrence whether natural, technological or manmade, that results in substantial injury or harm to the population or substantial damage to or loss of property; or

(2) An emergency has been created by an imminent threat of an occurrence, whether natural, technological or manmade, which may result in substantial injury or harm to the population or substantial damage to or loss of property.

(c) In the event of an emergency based upon substantial harm, the Town Manager shall take necessary steps for the protection of life and property and for the preservation of public peace and safety within the Town, whether such emergency is declared by the Mayor or the governor of the state. A declaration of a state of emergency based upon substantial harm, whether declared by the Town official pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, shall activate the emergency plans to the extent applicable to the Town and the nature of the emergency.

(d) Upon declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, the following emergency measures apply:

(1) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(2) If the declaration is made by the governor, the automatic tolling and extension of permits and other authorizations is effective within the geographic area for which the declaration applies as set forth in Section 252.363, Florida Statutes. Such tolling includes, but is not limited, to extensions of development orders and building permits. Nothing herein is intended to limit any requirement to maintain and secure property.

(e) A state of emergency based upon substantial harm declared by the Mayor pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after seven days. The Mayor may extend the duration of the state of emergency in increments of up to seven days. The Mayor may establish an early termination of the emergency period declared or extended by the Mayor.

(f) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon civil unrest pursuant to section 2-103 of this article.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-103, which section reads as follows:

“Sec. 2-103. Declaration of state of emergency based upon civil unrest.

(a) The purpose of the declaration of a state of emergency based upon civil unrest is to protect citizens from a clear and present danger of violence pursuant to the terms of Sections 870.041-870.045, Florida Statutes.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon civil unrest exists within the Town or any part or parts thereof whenever the Mayor determines that:

(1) There has been an act of violence or a flagrant and substantial defiance of or resistance to, a lawful exercise of public authority; and

(2) Partly on account thereof, there is reason to believe that there exists (i) a clear and present danger of a riot or other general public disorder, (ii) widespread disobedience of the law, and (iii) substantial injury to persons or to property, all of which constitutes an imminent threat to public peace or order and to the general welfare of the Town or a part or parts thereof.

(c) Upon a declaration of a state of emergency based upon civil unrest pursuant to this section, the following emergency measures apply:

(1) The automatic restrictions regarding guns, firearms and ammunition as set forth in Section 870.044, Florida Statutes, shall be effective throughout the entire Town.

(2) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(d) A state of emergency based upon civil unrest declared pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after 72 hours. The Town Commission may extend the 72-hour time limit by an appropriate

resolution. If the Town Commission fails to extend the state of emergency, the state of emergency is terminated after 72 hours. Either the Mayor or the Town Commission may establish an early termination of any emergency period.

(e) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon substantial harm pursuant to section 2-102 of this article.”

Section 5: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-104, which section reads as follows:

“Sec. 2-104. Notice.

(a) Any emergency declaration or order issued under this article shall become effective immediately upon issuance and shall be reduced to writing as soon as practicable thereafter. Such emergency declaration and orders, upon being reduced to writing, shall state the nature of the emergency, the length of time such orders are to remain in effect, and shall call attention to the penalty for violation thereof. As soon as feasible after issuance, such emergency declaration and orders shall be filed in the office of the Town Clerk.

(b) As promptly as practical after issuance, such emergency declaration and orders shall be delivered to appropriate news media for publication and published by other appropriate means.

(c) The Town Manager shall report to the Town Commission on actions authorized and taken under the provisions of this chapter in response to a declared state of emergency

Section 6: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-105, which section reads as follows:

“Sec. 2-105. Discretionary emergency measures of the Town Manager.

(a) The powers set forth herein may be exercised by the Town Manager after a state of emergency has been declared by the Mayor as referenced in section 2-102 or section 2-103 of this article.

(b) Unless specifically limited by the declaration of the Mayor or the governor, as the case may be, said powers may be utilized and the Town Manager shall be authorized to issue,

amend and rescind emergency orders in the interest of public safety and welfare, and, when appropriate or practicable, in coordination with the state and county, effective within the entire Town or within such geographical areas as may be designated by the Mayor. Said orders and powers include but are not limited to the following subjects:

(1) Governor's powers. Upon a declaration of a state of emergency by the governor based upon substantial harm as authorized pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to act on behalf of the Town to effectuate and enforce said order of the governor, including, but not limited, to those emergency measures generally described as follows:

- a. To suspend provisions of regulatory statute and related ordinances;
- b. To utilize available state and Town resources;
- c. To direct and compel the evacuation of the population;
- d. To control ingress and egress to and from an emergency area and the movement and occupation by persons within the area;
- e. To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and combustibles;
- f. To make provision for temporary housing;
- g. To limit utility services;
- h. To establish a curfew; and
- i. To extend the hours of solid waste disposal.

(2) Statutory powers.

a. Upon a declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to order the discretionary emergency measures authorized to the Town as set forth in Section 252.38(3), Florida Statutes. Such orders shall have the force and effect of law. The powers include but are not limited to those generally described as follows:

1. To request state assistance;
2. To invoke emergency-related mutual-aid assistance; and
3. To waive the procedures and formalities otherwise required by state or local law pertaining to the following:

- Performance of public work;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution of supplies, materials and facilities;
- and
- Appropriation and expenditure of public funds.

b. Upon a declaration of a state of emergency based upon civil unrest, the Town Manager is authorized to order the discretionary emergency measures

during the period of the state of emergency as set forth in Section 870.045, Florida Statutes, and generally described as follows:

1. To establish curfew;
2. To prohibit sale or distribution of alcohol;
3. To prohibit possession of alcohol in a public place;
4. To authorize closing of certain public places;
5. To prohibit sale or transfer of gas or other flammable or combustible liquids;

and

6. To prohibit possession of portable containers of gas or other flammable or combustible liquids in a public place.

(3) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to order discretionary emergency measures to suspend provisions of Pembroke Park Code of Ordinances as follows:

- a. During the declared state of emergency, to require that portable signs, flags, and banners be removed during an emergency and providing for the circumstances for the aforesaid removal;

- b. To temporarily provide for the waiving of fees and deposits for Town services or applications for building permits, comprehensive plan amendments, or land development regulations or permits;
 - c. During the declared state of emergency, to impose water or waste water use restrictions;
 - d. To temporarily suspend purchasing requirements set forth in Chapter 2, Article V of Pembroke Park Code of Ordinances;
 - e. To provide a grace period for the replacement of fencing, vegetation and/or visual barriers;
 - f. To authorize temporary living quarters, including tents and recreational vehicles;
 - g. To remedy the condition of private streets, roads, and roadways, and other private property pursuant to section 2-106 of this article;
 - h. To issue emergency regulations necessary for the protection of life and property,
establishment of public order and control of adverse conditions affecting public welfare;
 - i. To provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency.
- (4) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to waive the procedures and formalities otherwise required by Pembroke Park Code of Ordinances and administrative procedures as appropriate to expedite the recovery of the

community affected by a disaster or other emergency, including but not limited to those emergency measures generally described as follows:

- a. To suspend or temporarily modify the personnel policies and procedures previously adopted by Town Commission;
- b. To suspend or temporarily modify the administrative policies and procedures, including the purchasing manual.
- c. The Town Manager is authorized to delegate such powers as he or she may deem prudent.
- d. Nothing in this chapter shall be read to limit the authority of the Town Manager to take other emergency measures not set forth herein, including but not limited to abatement of any nuisance existing on public or private property.”

Section 7: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-106, which section reads as follows:

“Sec. 2-106. Clearing of debris from private streets, roads, and roadways, and other private property after a declared emergency or disaster.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Debris means displaced, broken, or discarded building/construction materials, garbage, tree limbs, vegetative matter, spoiled or ruined household goods or materials, or dead animals. Private property means all property that is not owned or controlled by a governmental entity. Private streets, roads and roadways means the rights-of-way as well as the improved surface that

are not owned or controlled by a governmental entity and which provide access to residential and commercial areas.

(b) The Town may remove debris from private streets, roads, and roadways, and other private property when such debris is determined to be a public nuisance that poses an immediate

threat and imperils the health, safety and welfare of the community. The Town Manager shall determine whether there is a sufficient immediate threat to the public health, safety, and welfare. The Town Commission may adopt a resolution setting forth standards to determine whether there is a sufficient immediate threat to the public health, safety, and welfare.

(c) Commercial or other specific areas will be cleared if, in the opinion of the Town Manager, the clearance will significantly and substantially aid the Town's recovery operations or significantly and substantially aid the health, safety, or welfare of the residents of the Town.

(d) Prior to the Town removing debris as contemplated herein from private property, when reasonably possible the Town Manager, or Town Manager's designee, shall contact the private property owner and have the property owner agree to indemnify and hold harmless to the maximum extent provided by law, the federal, state and local government and all contractors, employees, officers and agents of the Town, connected with the rendering of such service.

(e) Nothing herein shall preclude a first response by the Town to clear debris from all roadways (both public and private) as necessary for the movement of emergency vehicles including police, fire and ambulance within the first 72 hours after a declared emergency or a disaster.

(f) Nothing herein shall require the Town to remove debris from private property as defined above except where the severity of the situation is of such magnitude or the debris is so widespread that it is determined by the Town Commission to be a significant immediate serious threat to the health, safety and welfare of the Town and in the overriding public interest of the Town to remove debris from such areas.”

Section 8: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-107, which section reads as follows:

“Sec. 2-107. Penalty.

Any person, firm or corporation who violates any provision of this article or orders issued hereunder, for which another penalty is not specifically provided herein or required by law shall, upon conviction, be subject to such fine or imprisonment or both as provided by section 1-13 of Pembroke Park Code of Ordinances. Each day that a violation shall continue to exist shall constitute a separate offense.”

Section 9: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-108, which section reads as follows:

“Sec. 2-108. Immunity.

Elected and appointed officials, their designees, and all Town employees shall have immunity for any actions taken in accordance with this article and the Town retains its sovereign immunity for all actions taken relating to emergency preparedness, response and clean-up. The Town retains extensive sovereign immunity for actions taken during a state of emergency and does not waive any of its sovereign immunity in this article.”

Section 10: That the provisions of this Ordinance are to be severable and if any

section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and

the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 12: That 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 13: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the 9th day of December, 2020.

PASSED AND ADOPTED on Second Reading the 13th day of January, 2021.

ATTEST:

REYNOLD DIEUVEILLE
Clerk-Commissioner

GEOFFREY JACOBS
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Ordinance

MELISSA P. ANDERSON

Town Attorney

VOTE

GEOFFREY JACOBS

YES

GEORGINA COHEN

YES

REYNOLD DIEUVEILLE

YES

HOWARD P. CLARK, JR.

YES