



Town of Pembroke Park

Agenda

WORKSHOP COMMISSION MEETING Meeting
Wednesday, November 6, 2019 @ 6:00 PM
Council Chambers

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[Fully executed- Bus shelter maintenance agreement 10-25-13](#)
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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)

Town of Pembroke Park
Bills over \$500
November 6, 2019 Wednesday

PAYMENTS				
Invoice#	Vendor	Service/Product	Dept.	Amount
19404	Bliss Products & Services Inc.	Installation of Log Hop & Sit Up Station At Preserve Park	Parks	\$ 800.00
208620	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through September 30, 2019	Legal	\$ 2,181.03
9181	Broward League of Cities	Municipal Dues FY 2019/2020	Commission	\$ 535.00
1910-0786.exp	CAS Governmental Services LLC	Travel Expenses for Legislative Committee Week September 15th-September 20th 2019	Legislative	\$ 823.87
14345487Sept2019	Florida Department of Revenue	Unemployment Compensation Reimbursement for Georgina Rodriguez (07/01/2019-09/30/2019)	Finance	\$ 732.40
404FLC1920	Florida League of Cities	FLC Annual Membership Dues FY 2019/2020	Various	\$ 833.00
August212019	Florida Stormwater Associate	Membership Renewal FY 2019/2020	Stormwater	\$ 500.00
PKR22	City of Fort Lauderdale Parks & Recreation Dept.	Show Mobile Rental and Staff For 9 Hours for Health Fair	Health Fair	\$ 535.00
10896053	Gray Robinson	Matters Regarding the Code Amendment (Billed Through September 30th 2019) File#820081-5	Legal	\$ 990.00
31809	Interstate Batteries of Fort Lauderdale	(6) Batteries for Golf Cart	Parks	\$ 563.70
7698	JEF Auto Service	Water Pump Replacement and Gallon Antifreeze for 2004 Dodge Ram	Parks	\$ 512.00
334462	Municode	Online Code Hosting October 1st 2019- September 30th 2020	Admin	\$ 950.00
157108	National League of Cities	Direct Member Dues FY 2019/2020 for Town Manager Agatha Muse-Salters	Admin	\$ 1,172.00
AACNov2019	National Seminars Training	The Administrative Assistants Conference Held November 18th 2019 (Attendees: Dierdre Davis, Joy Brown, Ramonda Greene and Teresa Malcolm)	Admin/Bldg	\$ 596.00
940	Ryan & Ryan LLC	Matters Regarding an Invitation to Bid for Miscellaneous Electrical Services	Legal	\$ 1,260.00
944	Ryan & Ryan LLC	Matters Regarding Fiscal Year 2017-2018 Annual Financial Report	Legal	\$ 2,100.00
946	Ryan & Ryan LLC	Matters Regarding DCT/CE, LLC Revocable License Agreement	Legal	\$ 1,836.50
948	Ryan & Ryan LLC	Matters Regarding Contractor Reinstatement and Extension Agreements	Legal	\$ 700.00
949	Ryan & Ryan LLC	Matters Regarding the Excelente LLC Site Development Plan	Legal	\$ 1,078.00
950	Ryan & Ryan LLC	Matters Regarding the Temporary Sanitary Sewage Connection Agreement with Canal Street LLC	Legal	\$ 1,469.50

951	Ryan & Ryan LLC	Matters Regarding the Community Garden Sponsorship Form and Agreement	Legal	\$ 735.00
952	Ryan & Ryan LLC	Matters Regarding LagomHR Inc. Employee Compensation Survey and Job Description Project	Legal	\$ 612.50
154022	Sachs Sax & Caplan	Professional Services in Regards to the BSO Litigation#13965-00003(Billed Through September 1- September 30, 2019)	Legal	\$ 2,657.40
154023	Sachs Sax & Caplan	Professional Services in Regards to the BSO Contract #13965-00001(Billed Through September 1- September 30, 2019)	Legal	\$ 2,183.60
95030881	SiteOne Landscape Supply	(24) Rain Bird Falcon Full Circle Rotors for Ryan Park	Parks	\$ 707.18
47804	The United States Conference of Mayors	USCM Membership Fiscal Year 2020	Commission	\$ 1,992.00
Total:				\$29,055.68

Purchase Orders

305348	Fleet Tire Truck & Auto Center	(4) Tires for 2015 Ford F-250	Roads	\$ 669.56
305349	Aero Electric Inc.	Troubleshooting & Repairs to Master Lift Station Generator and Diesel Engine	Sewer	\$ 1,220.26
305350	Aero Electric Inc.	Troubleshooting & Repairs to Carolina Lift Station Generator and Diesel Engine	Stormwater	\$ 1,345.45
305351	Fleet Tire Truck & Auto Center	(4) Tires for 2008 Ford F-150	Sewer	\$ 669.56
305352	Playmore West Inc.	44th Year Tot Lot Playground Project	Project	\$ 61,720.00
305353	Playmore West Inc.	44th Year Tot Lot Playground Project (Town's Portion for Crawl Tunnel)	Project	\$ 3,758.15
305354	1st Choice Mobile Auto Repairs	Repair and Maintenance for 2007 Ford F-250 (Oil Pump Kit, Cove Gasket, Timing Chain, Coolant & Motor Oil)	Roads	\$ 1,816.70
Total:				\$71,199.68

Grand Total:	\$100,255.36
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11/4/2019

Treasury Information Report: Express Balance Report



Express Balance Report

Standard Express Balance Report

As of 11/01/2019

Company: TOWN OF PEMBROKE PARK

User: Valerie Price

11/04/2019 09:08 AM ET

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Summary Section

		Previous Day Balances		Intraday Balance	
Account Number	Account Name	Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for <u>2000037266284</u>	121000248 WELLS FARGO BANK, N.A. INVESTMENT	77,210.37	77,210.37	77,210.37	77,210.37
Account Balances for <u>2000044269847</u>	121000248 WELLS FARGO BANK, N.A. LOCAL LAW ENFORCEMENT	42,678.94	42,678.94	42,678.94	42,678.94
Account Balances for <u>2000044270179</u>	121000248 WELLS FARGO BANK, N.A. RESERVE	138,804.00	138,804.00	138,804.00	138,804.00
Account Balances for <u>2000044270182</u>	121000248 WELLS FARGO BANK, N.A. CONSTRUCTION	796,027.82	796,027.82	796,027.82	796,027.82
Account Balances for <u>2000044270195</u>	121000248 WELLS FARGO BANK, N.A. SINKING FUND	22,956.43	22,956.43	22,956.43	22,956.43
Account Balances for <u>2000143043498</u>	121000248 WELLS FARGO BANK, N.A. PAYROLL	26,542.40	26,542.40	26,542.40	26,542.40
Account Balances for <u>2000143043605</u>	121000248 WELLS FARGO BANK, N.A. OPERATING	575,539.22	575,539.22	575,539.22	575,539.22
Account Balances for <u>2000143044044</u>	121000248 WELLS FARGO BANK, N.A. DEPOSIT	4,212,951.71	4,212,951.71	4,212,951.71	4,212,335.30

Account Section

Currency: USD

Bank: 121000248

Account: 2000037266284(FL)

WELLS FARGO BANK, N.A.
INVESTMENT

Closing Ledger Balance	77,210.37	MTD Accrued Debit Interest	N/A
Closing Collected Balance	77,210.37	Total Credits	.00
Opening Available Balance	77,210.37	Total Debits	.00
Current Available Balance	77,210.37	Total Number Credits	0
MTD Accrued Credit Interest	N/A	Total Number Debits	0

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<https://wellssuite.ceo.wellsfargo.com/tirnx/tirservice?KEY=8355&actionType=PleaseWait&channel=portal&reportid=1501&fileContentType=&childWind...> 1/3

PR Employee Leave Report (Condensed)

TOWN OF PEMBROKE PARK (1PBPFD)

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Employee Number	Employee Name	Program	Status
11100	Muse-Salters, Agatha	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		120.0000	56.0000	64.0000	9,999,999.0000
Sick		24.0006	0.0000	24.0006	9,999,999.0000
Vacation		40.0010	0.0000	200.0010	9,999,999.0000

Employee Number	Employee Name	Program	Status
11300	Daughtrey, Newall J.	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		25.8468	0.0000	25.8468	9,999,999.0000
Vacation		21.5320	0.0000	21.5320	9,999,999.0000

Employee Number	Employee Name	Program	Status
11400	Grooms, MICHELLE	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		81.2328	54.0000	347.1742	9,999,999.9999
Vacation		135.3880	192.0000	56.4170	9,999,999.9999

Employee Number	Employee Name	Program	Status
11500	CORNISH BROWN, MONTJOY	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		16.6158	0.0000	16.6158	9,999,999.0000
Vacation		13.8420	0.0000	13.8420	9,999,999.0000

Employee Number	Employee Name	Program	Status
11700	CHAVEZ, WERNER I.	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		14.7696	0.0000	14.7696	9,999,999.0000
Vacation		12.3040	0.0000	12.3040	9,999,999.0000

Employee Number	Employee Name	Program	Status
12200	JOSEPH, NATASHA	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		83.0790	176.0000	147.1266	9,999,999.9999
Vacation		138.4650	247.0000	732.0570	9,999,999.9999

Employee Number	Employee Name	Program	Status
19000	Davis, Dierdre E.	ADM-RF	ACTIVE

PR Employee Leave Report (Condensed)

TOWN OF PEMBROKE PARK (1PBPDF)

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Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	8.0000	9,999,999.0000
Sick		48.0012	0.0000	48.0012	9,999,999.0000
Vacation		39.9880	0.0000	39.9880	9,999,999.0000

Employee Number	Employee Name	Program	Status
19100	Reutlinger, Susan	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		24.0006	0.0000	24.0006	9,999,999.0000
Vacation		19.9940	0.0000	19.9940	9,999,999.0000

Employee Number	Employee Name	Program	Status
19500	Segree, Orville A.	ADM-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		25.8468	0.0000	25.8468	9,999,999.0000
Vacation		21.5320	0.0000	21.5320	9,999,999.0000

Employee Number	Employee Name	Program	Status
10100	Manzerolle, Lucie M.	BLD-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	9.5000	0.0000	9,999,999.9999
Sick		81.2328	16.2500	295.6366	9,999,999.9999
Vacation		101.5520	6.7500	238.7040	9,999,999.9999

Employee Number	Employee Name	Program	Status
10250	Malcolm, Teresa N.	BLD-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	8.2500	9,999,999.9999
Sick		81.2328	51.0000	43.7732	9,999,999.9999
Vacation		71.5220	0.0000	134.4106	9,999,999.9999

Employee Number	Employee Name	Program	Status
10360	Nunez, Miguel A.	BLD-RP	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000

Employee Number	Employee Name	Program	Status
12800	LOUIS, JEFFERY J.	CDE-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	8.0000	9,999,999.9999
Sick		83.0790	46.0000	189.3072	9,999,999.9999
Vacation		97.7000	72.0000	237.5800	9,999,999.9999

PR Employee Leave Report (Condensed)

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Employee Number	Employee Name	Program	Status
14100	RAMIREZ, JOSELINE D.	CDE-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.2500	8.2500	0.0000	9,999,999.9999
Sick		83.0790	115.7500	79.5276	9,999,999.9999
Vacation		103.8600	139.0000	197.8540	9,999,999.9999

Employee Number	Employee Name	Program	Status
10400	CLARK, JR, HOWARD P.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10410	Jacobs, Geoffrey R.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10420	Dieuveille, Reynold	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10600	COHEN, GEORGINA A.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
13600	Mohammed, Ashira A.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
14350	Noel, Christian	FIN-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.0000
Sick		72.0018	9.7500	62.2518	9,999,999.0000
Vacation		59.9820	0.5000	59.4820	9,999,999.0000

Employee Number	Employee Name	Program	Status
14500	Price, Valerie	FIN-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	7.2500	9,999,999.9999
Sick		81.2328	26.0000	119.5366	9,999,999.9999
Vacation		101.5520	63.5000	186.0140	9,999,999.9999

Employee Number	Employee Name	Program	Status
14560	Taubenfeld, Harry	FIN-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		33.2316	8.0000	25.2316	9,999,999.0000
Vacation		27.6840	16.0000	11.6840	9,999,999.0000

Employee Number	Employee Name	Program	Status
13200	Mckine, Christopher	PRK-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	15.0000	0.0000	9,999,999.9999

PR Employee Leave Report (Condensed)

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Sick	83.0790	68.7500	326.9928	9,999,999.9999
Vacation	138.4650	186.2500	192.7080	9,999,999.9999

Employee Number	Employee Name	Program	Status
13400	Mesa, Adrian	PRK-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		83.0790	67.0000	109.5128	9,999,999.9999
Vacation		138.4650	124.0000	133.4680	9,999,999.9999

Employee Number	Employee Name	Program	Status
13750	Flores, Misael	PRK-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	50.2500	11.5000	9,999,999.9999
Sick		83.0790	16.0000	221.4066	9,999,999.9999
Vacation		69.2100	96.0000	156.3640	9,999,999.9999

Employee Number	Employee Name	Program	Status
13950	Herrera, Jorge E.	PRK-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		44.3088	0.0000	44.3088	9,999,999.0000
Vacation		36.9120	0.0000	36.9120	9,999,999.0000

Employee Number	Employee Name	Program	Status
11660	HILL, BYRON R.	PWS-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.6200	9,999,999.9999
Sick		81.2328	91.5000	8.2204	9,999,999.9999
Vacation		101.5520	131.7500	68.2660	9,999,999.9999

Employee Number	Employee Name	Program	Status
12500	Lawson, James	PWS-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0900	9,999,999.9999
Sick		81.2328	61.7500	113.0980	9,999,999.9999
Vacation		101.5520	88.0000	109.8000	9,999,999.9999

Employee Number	Employee Name	Program	Status
12550	Brown, Patrick L.	PWS-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		8.0000	0.0000	8.0000	9,999,999.0000
Sick		55.3860	0.0000	55.3860	9,999,999.0000
Vacation		46.1400	0.0000	46.1400	9,999,999.0000

PR Employee Leave Report (Condensed)

TOWN OF PEMBROKE PARK (1PBPDF)

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Employee Number	Employee Name	Program	Status
16100	Myriam, Moise J.	PWS-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	8.0000	9,999,999.0000
Sick		81.2328	8.0000	75.0790	9,999,999.0000
Vacation		67.6720	0.0000	69.2100	9,999,999.0000

Employee Number	Employee Name	Program	Status
16300	Wallace, Timothy E.	PWS-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	11.0000	9,999,999.9999
Sick		81.2328	111.7500	140.9566	9,999,999.9999
Vacation		67.6720	51.7500	134.9840	9,999,999.9999

Employee Number	Employee Name	Program	Status
10701	DAY, ROBERT M.	SEF-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		81.2328	80.7820	8.6170	9,999,999.9999
Vacation		101.5520	100.9680	116.0320	9,999,999.9999

Employee Number	Employee Name	Program	Status
12350	Greene, Ramonda L.	SEF-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		31.3854	0.0000	31.3854	9,999,999.0000
Vacation		26.1460	0.0000	26.1460	9,999,999.0000

Employee Number	Employee Name	Program	Status
12400	LARSON, TODD V.	SEF-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		83.0790	94.0000	600.6628	9,999,999.9999
Vacation		138.4650	88.0000	236.4980	9,999,999.9999

Employee Number	Employee Name	Program	Status
15200	TISI, NICHOLAS M.	SEF-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		81.2328	82.0000	12.3266	9,999,999.9999
Vacation		135.3880	94.2500	114.3910	9,999,999.9999

Employee Number	Employee Name	Program	Status
16000	WOODBURY, STEPHANIE M.	SEF-RF	ACTIVE

PR Employee Leave Report (Condensed)

TOWN OF PEMBROKE PARK (1PBPDF)

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Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	0.0800	9,999,999.9999
Sick		70.1556	179.7500	57.2950	9,999,999.9999
Vacation		110.7740	187.7500	136.0160	9,999,999.9999

Employee Number	Employee Name	Program	Status
13800	NEREUS, GARY	STW-RF	ACTIVE

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		0.0000	8.0000	2.0000	9,999,999.9999
Sick		83.0790	91.7500	395.3082	9,999,999.9999
Vacation		138.4650	120.0000	147.7170	9,999,999.9999

Report Totals

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued
PD	PERSONAL DAY	Other	1.0000	Per unit	128.2500
S1	Sick Leave Accrual	Sick	1.8462	Per period	1,962.5106
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	530.6100
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	780.8420
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	1,113.8760

Leave Totals

Leave Type	Accrued	Used	Remaining
Other	128.2500	243.0000	136.7900
Sick	1,962.5106	1,455.7820	3,689.2028
Vacation	2,425.3280	2,005.4680	3,908.0476

Report Summary

Report Selection Criteria

Report Type: Condensed
Sort By: Program
Status Type: Active
Skip employees without Leave Codes: No
Include subtotals: No
Vacation: Yes
Sick: Yes
PTO: Yes
Holiday: Yes
Compensation: Yes
Other: Yes
Page Break By Program: No
Additional Filter: <None>

Start	End
Employee Number: Start	End
Employee Name: Start	End
Program: Start	End
Code: Start	End
Status: Start	End
Sort by UDF: Start	End
Additional Filter: Start	End

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
001 - GENERAL FUND					
Ad Valorem Taxes	6,014,705.00	0.00	0.00	6,014,705.00	(0.00)
Local Option Gas Tax	119,137.00	0.00	10,232.68	108,904.32	0.09
Electric Utility Tax	790,000.00	0.00	69,232.20	720,767.80	0.09
Communication Tax	160,000.00	0.00	12,906.80	147,093.20	0.08
Water Utility Tax	260,000.00	0.00	0.00	260,000.00	(0.00)
Gas Utility Tax	15,000.00	0.00	960.14	14,039.86	0.06
Electric Franchise Fee	575,000.00	0.00	0.00	575,000.00	(0.00)
Gas Franchise Fee	7,000.00	0.00	486.67	6,513.33	0.07
Garbage Franchise Fee	225,000.00	0.00	21,280.59	203,719.41	0.09
Towing Franchise Fee	10,000.00	0.00	0.00	10,000.00	(0.00)
Bus Stop Shelter Franchise Fee	3,500.00	0.00	2,100.00	1,400.00	0.60
Bus Stop Benches Franchise Fee	4,250.00	0.00	0.00	4,250.00	(0.00)
Business Tax Receipt - Local	125,000.00	0.00	813.75	124,186.25	0.01
Business Tax - County	2,500.00	0.00	1,452.52	1,047.48	0.58
Certificate of Use Permits	29,000.00	0.00	0.00	29,000.00	(0.00)
Building Inspection Fees	2,500.00	0.00	200.00	2,300.00	0.08
Building Reinspection Fee B.T.R.	500.00	0.00	0.00	500.00	(0.00)
Fire Inspection Fees Business Tax	12,000.00	0.00	800.00	11,200.00	0.07
Fire Inspection Fees Annual Renewals	49,000.00	0.00	(85.00)	49,085.00	(0.00)
Fire Reinspection Fee B.T.R.	1,000.00	0.00	0.00	1,000.00	(0.00)
Sign Fees	58,000.00	0.00	0.00	58,000.00	(0.00)
Alarm Registration Fees	2,900.00	0.00	45.00	2,855.00	0.02
Other License, Fees, Permits	10,830.00	0.00	0.00	10,830.00	(0.00)
Federal Grants	513,563.00	0.00	0.00	513,563.00	(0.00)
Other Grants	123,180.00	0.00	0.00	123,180.00	(0.00)
Municipal Revenue Sharing Program	213,577.00	0.00	16,808.87	196,768.13	0.08
Mobile Home Licenses	6,500.00	0.00	119.50	6,380.50	0.02
Alcoholic Beverage Licenses	5,000.00	0.00	262.20	4,737.80	0.05
Half Cent Sales Tax	447,363.00	0.00	33,921.78	413,441.22	0.08
Lien Searches	4,000.00	0.00	50.00	3,950.00	0.01
EMS Transport Collections	280,000.00	0.00	32,681.89	247,318.11	0.12
Park Facility Rental-Preserve	3,000.00	0.00	125.00	2,875.00	0.04
Local Law Enforcement Trust Fund Fines	1,000.00	0.00	0.00	1,000.00	(0.00)
Rec. Vehicle Inspection Fee Revenue	2,500.00	0.00	25.00	2,475.00	0.01
False Alarm Fees	7,000.00	0.00	700.00	6,300.00	0.10
Code Enforcement Fines - Per Diem	1,000.00	0.00	0.00	1,000.00	(0.00)
Other Fines and Forfeitures	7,000.00	0.00	227.57	6,772.43	0.03
Interest - FL Dept Admin - LGIP Investments	18,000.00	0.00	0.00	18,000.00	(0.00)
Interest/Penalties - Ad Valorem/Tangible Taxes	6,500.00	0.00	331.38	6,168.62	0.05
Penalty and Late Charges	5,000.00	0.00	702.06	4,297.94	0.14
Garbage Collection Fees OES	10,000.00	0.00	0.00	10,000.00	(0.00)
Impact Fees - Fire	77,505.00	0.00	0.00	77,505.00	(0.00)
Other Revenue	632,000.00	0.00	1,300.50	630,699.50	0.00
Other Miscellaneous (JWL Community Event)	80,000.00	0.00	0.00	80,000.00	(0.00)
Total Revenue	\$ 10,920,510.00	\$ -	\$207,681.10	\$ 10,712,828.90	1.90%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Salaries	210,000.00	0.00	17,500.00	192,500.00	0.08
FICA Taxes Expense	16,065.00	0.00	1,215.44	14,849.56	0.08
Employer Contribution Retirement Fund	21,964.00	0.00	0.00	21,964.00	(0.00)
Group Insurance Health	49,843.00	0.00	4,984.32	44,858.68	0.10
Dental/Vision Insurance	9,889.00	0.00	1,648.24	8,240.76	0.17
Life Insurance (Standard Insur.Co.)	3,895.00	0.00	627.64	3,267.36	0.16
Long Term Care (John Hancock Co.)	8,693.00	0.00	337.38	8,355.62	0.04
Life Insurance (John Hancock VUL)	5,082.00	0.00	1,234.04	3,847.96	0.24
Workers' Compensation	412.00	0.00	102.71	309.29	0.25
Travel	14,000.00	0.00	0.00	14,000.00	(0.00)
Cell Phone	5,000.00	0.00	0.00	5,000.00	(0.00)
Insurance - Property & Liability	682.00	0.00	170.50	511.50	0.25
Business Meetings	5,000.00	0.00	0.00	5,000.00	(0.00)
Misc. Charges	3,000.00	0.00	241.50	2,758.50	0.08
Memberships	3,700.00	0.00	1,347.80	2,352.20	0.36
Education and Training	2,500.00	0.00	0.00	2,500.00	(0.00)
Election Services	15,000.00	0.00	0.00	15,000.00	(0.00)
Total Expense Mayor & Commission Department	\$ 374,725.00	\$ -	\$ 29,409.57	\$ 345,315.43	7.85%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	668,499.00	0.00	33,625.57	634,873.43	0.05
Overtime	1,500.00	0.00	2,116.61	(616.61)	1.41
FICA Taxes Expense	56,196.00	0.00	2,622.13	53,573.87	0.05
Employee Retirement Expense	96,813.00	0.00	6,274.98	90,538.02	0.06
Group Insurance	117,132.00	0.00	12,125.40	105,006.60	0.10
Dental/Vision Insurance	19,501.00	0.00	1,584.94	17,916.06	0.08
Life Insurance (Standard Insur.Co.)	12,937.00	0.00	1,377.77	11,559.23	0.11
Long Term Care (John Hancock Co.)	686.00	0.00	57.15	628.85	0.08
Life Insurance (John Hancock VUL)	18,544.00	0.00	917.65	17,626.35	0.05
Workers' Compensation	1,232.00	0.00	308.13	923.87	0.25
Town Hall-Janitorial Services	2,611.00	0.00	217.57	2,393.43	0.08
Contractual Services	13,800.00	0.00	0.00	13,800.00	(0.00)
Contractual Services - Professional Services	81,000.00	0.00	0.00	81,000.00	(0.00)
Travel	5,000.00	0.00	0.00	5,000.00	(0.00)
Cellular Phones	1,750.00	0.00	0.00	1,750.00	(0.00)
Lease Expense - Vehicles	18,000.00	0.00	1,500.00	16,500.00	0.08
Lease Expense-Copy Machine	6,000.00	0.00	284.14	5,715.86	0.05
General Liability - Property Insurance	4,738.00	0.00	1,184.51	3,553.49	0.25
Misc. Maintenance - Car & Buildings	1,800.00	0.00	0.00	1,800.00	(0.00)
Printing	2,000.00	0.00	129.00	1,871.00	0.06
Misc. Charges	5,000.00	0.00	1,081.38	3,918.62	0.22
Business Meetings/Meals	500.00	0.00	0.00	500.00	(0.00)
Office Supplies	7,000.00	0.00	0.00	7,000.00	(0.00)
Vehicle Expense - Gasoline	2,000.00	0.00	0.00	2,000.00	(0.00)
Memberships/Subscriptions	5,300.00	0.00	1,357.10	3,942.90	0.26
Education & Training, Tuition Assistance	10,000.00	0.00	0.00	10,000.00	(0.00)
Education & Training, Registration/Books	1,000.00	0.00	0.00	1,000.00	(0.00)
Total Expense Administration Department	\$ 1,160,539.00	\$ -	\$ 66,764.03	\$ 1,093,774.97	5.75%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Salaries	311,434.00	0.00	11,920.96	299,513.04	0.04
Overtime	2,000.00	0.00	0.00	2,000.00	(0.00)
FICA Taxes Expense	23,825.00	0.00	905.06	22,919.94	0.04
Employee Retirement Expense	44,168.00	0.00	1,872.17	42,295.83	0.04
Group Insurance	39,875.00	0.00	4,984.32	34,890.68	0.12
Dental/Vision Insurance	7,415.00	0.00	823.28	6,591.72	0.11
Life Insurance (Standard Insur.Co.)	5,693.00	0.00	718.48	4,974.52	0.13
Life Insurance (John Hancock VUL)	4,696.00	0.00	269.75	4,426.25	0.06
Workers' Compensation	410.00	0.00	102.71	307.29	0.25
Recurring Audit Costs	45,000.00	0.00	0.00	45,000.00	(0.00)
Contractual Service	4,611.00	0.00	217.57	4,393.43	0.05
Contractual Services-Software Maint Fees	4,000.00	0.00	0.00	4,000.00	(0.00)
Travel	2,000.00	0.00	0.00	2,000.00	(0.00)
Cellular Phones	700.00	0.00	0.00	700.00	(0.00)
Lease Expense-Copiers	2,000.00	0.00	250.86	1,749.14	0.13
General Liability - Property Insurance	2,428.00	0.00	607.07	1,820.93	0.25
Maintenance & Repair	500.00	0.00	0.00	500.00	(0.00)
Printing and Forms	1,000.00	0.00	240.00	760.00	0.24
Business Meetings/Meals	500.00	0.00	0.00	500.00	(0.00)
Misc. Charges	500.00	0.00	22.50	477.50	0.05
Office Supplies	2,000.00	0.00	97.20	1,902.80	0.05
Memberships	1,000.00	0.00	92.55	907.45	0.09
Education & Training-Registration/Books	1,000.00	0.00	0.00	1,000.00	(0.00)
Total Expense Finance Department	\$ 506,755.00	\$ -	\$ 23,124.48	\$ 483,630.52	4.56%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Misc. Reimbursable Expense	10,000.00	0.00	0.00	10,000.00	(0.00)
Contractual Services-Legal-Retainer	100,000.00	0.00	8,333.33	91,666.67	0.08
Contractual Services-Legal-Non Retainer	100,000.00	0.00	0.00	100,000.00	(0.00)
Travel	0.00	0.00	0.00	0.00	#DIV/0!
Advertising	7,500.00	0.00	0.00	7,500.00	(0.00)
Total Expense Legal Department	\$ 217,500.00	\$ -	\$ 8,333.33	\$ 209,166.67	3.83%
Reimbursable Expense	50,000.00	0.00	0.00	50,000.00	(0.00)
Contractual Services-Planning	200,000.00	0.00	0.00	200,000.00	(0.00)
Contractual Services-Legis Svcs Planning	10,000.00	0.00	0.00	10,000.00	(0.00)
Board Expenses - Planning & Zoning	1,000.00	0.00	150.00	850.00	0.15
Total Expense Comprehensive Planning Dept.	\$ 261,000.00	\$ -	\$ 150.00	\$ 260,850.00	0.06%
Various Contractual Services	32,000.00	0.00	2,485.96	29,514.04	0.08
Contractual Svcs-Town Hall-Pest Control	3,720.00	0.00	0.00	3,720.00	(0.00)
Contractual Svc-Computer Related Service	98,000.00	0.00	7,274.00	90,726.00	0.07
Telephone Cost - Cellular	3,000.00	0.00	0.00	3,000.00	(0.00)
Town Hall Line Charge/Internet Connection	13,200.00	0.00	1,058.19	12,141.81	0.08
Postage-Shipping-Fed Express	3,500.00	0.00	500.00	3,000.00	0.14
Electricity-Town Hall	38,000.00	0.00	1,599.11	36,400.89	0.04
Water-Town Hall	5,000.00	0.00	0.00	5,000.00	(0.00)
Lease Expense-Copy Machine and Other	900.00	0.00	213.78	686.22	0.24
Insurance Expense - General Liability/Prop.	2,642.00	0.00	660.45	1,981.55	0.25
Maintenance & Repair Car Bldg & Equipmnt	15,000.00	0.00	248.13	14,751.87	0.02
Maintenance and Repair-3RD FLOOR	2,500.00	0.00	0.00	2,500.00	(0.00)
Donations	15,000.00	0.00	0.00	15,000.00	(0.00)
Lobbying Expenses	134,000.00	0.00	0.00	134,000.00	(0.00)
Misc Charges	48,000.00	0.00	628.44	47,371.56	0.01
Misc. Market Supplies/Office Supplies	4,000.00	0.00	79.88	3,920.12	0.02
Total Expense Non - Departmental General Gov't	418,462.00	0.00	14,747.94	403,714.06	3.52%

TOWN OF PEMBROKE PARK (1PBPF)
 GL Budget Performance
 Revenue and Expense
 Percentage Used
 From 10/1/2019 to 10/31/2019

<u>Description</u>	<u>Budget</u>	<u>Encumbered</u>	<u>Actual</u>	<u>Remaining</u>	<u>Percent</u>
Contractual Services-Law Enforcement	3,272,014.00	0.00	272,549.50	2,999,464.50	0.08
LLETTF - Explorer Program	10,000.00	0.00	0.00	10,000.00	(0.00)
BSO - Traffic Enforcement	5,000.00	0.00	0.00	5,000.00	(0.00)
LLETTF Town Hall Security	40,000.00	0.00	0.00	40,000.00	(0.00)
Total Law Enforcement	3,327,014.00	0.00	272,549.50	3,054,464.50	8.19%
Contractual Services-Fire Rescue	3,205,828.00	0.00	267,152.30	2,938,675.70	0.08
Total Fire Department	3,205,828.00	0.00	267,152.30	2,938,675.70	8.33%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
100 - Building Department					
Building Permits	318,150.00	0.00	19,803.12	298,346.88	0.06
Building Permit - Reinspection Fee	7,875.00	0.00	1,725.00	6,150.00	0.22
Building Dept. Reinstatement Fee	5,555.00	0.00	0.00	5,555.00	(0.00)
Building Inspection Fee	34,100.00	0.00	2,575.00	31,525.00	0.08
Electrical Permits	34,715.00	0.00	2,612.20	32,102.80	0.08
Electrical Permit-Reinspection Fee	4,850.00	0.00	150.00	4,700.00	0.03
Electrical Inspection Fee	8,585.00	0.00	1,575.00	7,010.00	0.18
Mechanical Permits	28,150.00	0.00	3,372.10	24,777.90	0.12
Mechanical Permit-Reinspection Fee	500.00	0.00	0.00	500.00	(0.00)
Mechanical Inspection Fee	3,385.00	0.00	325.00	3,060.00	0.10
Plumbing Permits	44,450.00	0.00	366.50	44,083.50	0.01
Plumbing Permit Reinspection Fee	760.00	0.00	75.00	685.00	0.10
Plumbing Inspection Fee	2,830.00	0.00	250.00	2,580.00	0.09
Fire Inspection Fees Permits	28,500.00	0.00	0.00	28,500.00	(0.00)
Fire Reinspection Fee	59,000.00	0.00	2,454.50	56,545.50	0.04
Zoning & Variance & Site Plan Fees	30,000.00	0.00	3,225.00	26,775.00	0.11
Engineering-Planning Services	30,000.00	0.00	0.00	30,000.00	(0.00)
Radon Fees - 10% Restricted for Education	4,500.00	0.00	260.44	4,239.56	0.06
Plan Review	68,680.00	0.00	6,265.00	62,415.00	0.09
Processing Fee	52,520.00	0.00	5,475.00	47,045.00	0.10
Certificate of Occupany Fee	5,050.00	0.00	89.75	4,960.25	0.02
Certificate of Completion	34,350.00	0.00	6,635.15	27,714.85	0.19
Code Enforcement Fines	30,000.00	0.00	0.00	30,000.00	(0.00)
Other Revenue Building Department	5,000.00	0.00	0.00	5,000.00	(0.00)
Total Revenue - Building Department	841,505.00	0.00	57,233.76	784,271.24	6.80%
Full Time Salaries	212,441.00	0.00	8,905.29	203,535.71	0.04
Overtime	4,000.00	0.00	13.74	3,986.26	0.00
FICA Taxes Expense	16,252.00	0.00	677.27	15,574.73	0.04
Employee Retirement Expense	33,942.00	0.00	1,268.08	32,673.92	0.04
Group Insurance	29,906.00	0.00	3,322.88	26,583.12	0.11
Dental/Vision Insurance	3,794.00	0.00	219.84	3,574.16	0.06
Life Insurance (Standard Insur.Co.)	3,906.00	0.00	366.78	3,539.22	0.09
Life Insurance (John Hancock VUL)	3,420.00	0.00	320.00	3,100.00	0.09
Workers' Compensation	1,643.00	0.00	410.84	1,232.16	0.25
Contractual Service-Town Hall-Janitorial	2,611.00	0.00	217.57	2,393.43	0.08
Contractual Services-Software Maint Fees	0.00	0.00	0.00	0.00	#DIV/0!
Contractual Services-Bldg Dept Elect	34,000.00	0.00	0.00	34,000.00	(0.00)
Contractual Services-Bldg Dept Plumb	15,000.00	0.00	0.00	15,000.00	(0.00)
Contractual Services-Bldg Dept Mech	16,000.00	0.00	0.00	16,000.00	(0.00)
Contractual Services-Bldg Dept Structural	0.00	0.00	0.00	0.00	#DIV/0!
Contractual Services-User Fees Ink Force	6,000.00	0.00	0.00	6,000.00	(0.00)
Travel	1,000.00	0.00	0.00	1,000.00	(0.00)
Cell Phone	3,800.00	0.00	0.00	3,800.00	(0.00)
Lease Expense-Copier	3,600.00	0.00	0.00	3,600.00	(0.00)
Insurance - Property & Liability	6,203.00	0.00	1,550.87	4,652.13	0.25
Maintenance & Repair Car Bldg & Equipmt.	1,000.00	0.00	0.00	1,000.00	(0.00)
Printing & Forms	1,000.00	0.00	0.00	1,000.00	(0.00)
Misc. Charges	1,000.00	0.00	0.00	1,000.00	(0.00)
Office Supplies	3,000.00	0.00	0.00	3,000.00	(0.00)
Uniforms	500.00	0.00	487.00	13.00	0.97
Vehicle Expense-Gasoline Costs	1,000.00	0.00	0.00	1,000.00	(0.00)
Memberships/Subscription	500.00	0.00	0.00	500.00	(0.00)
Education & Training-Registration/Books	1,000.00	0.00	0.00	1,000.00	(0.00)
Total Building Department	\$ 406,518.00	\$ -	\$ 17,760.16	\$ 388,757.84	4.37%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	158,079.00	0.00	6,779.08	151,299.92	0.04
Overtime	2,000.00	0.00	0.00	2,000.00	(0.00)
FICA Taxes Expense	12,093.00	0.00	498.70	11,594.30	0.04
Employee Retirement Expense	22,564.00	0.00	1,392.03	21,171.97	0.06
Group Insurance	32,398.00	0.00	1,869.12	30,528.88	0.06
Dental/Vision Insurance	6,061.00	0.00	597.62	5,463.38	0.10
Life Insurance (Standard Insur.Co.)	2,914.00	0.00	387.47	2,526.53	0.13
Long Term Care (John Hancock Co.)	229.00	0.00	19.05	209.95	0.08
Life Insurance (John Hancock VUL)	2,790.00	0.00	215.00	2,575.00	0.08
Workers' Compensation	1,642.00	0.00	410.84	1,231.16	0.25
Town Hall-Janitorial	2,611.00	0.00	217.57	2,393.43	0.08
Contractual Services	5,400.00	0.00	0.00	5,400.00	(0.00)
Travel - Hotel, Airfare, Mileage, Tolls & Meals	2,500.00	0.00	0.00	2,500.00	(0.00)
Cell Phones	3,000.00	0.00	0.00	3,000.00	(0.00)
Lease Expense- Copier	1,000.00	0.00	0.00	1,000.00	(0.00)
Insurance - Property & Liability	5,375.00	0.00	1,343.81	4,031.19	0.25
Printing and Forms	1,300.00	0.00	0.00	1,300.00	(0.00)
Misc. Charges	1,500.00	0.00	0.00	1,500.00	(0.00)
Office Supplies	4,500.00	0.00	0.00	4,500.00	(0.00)
Uniform Expense	800.00	0.00	50.62	749.38	0.06
Vehicle Expense-Gasoline	3,000.00	0.00	0.00	3,000.00	(0.00)
Vehicle Expense-Maintenance & Repair	1,000.00	0.00	0.00	1,000.00	(0.00)
Board Expenses-Code & P&Z Boards	4,635.00	0.00	0.00	4,635.00	(0.00)
Memberships	625.00	0.00	100.00	525.00	0.16
Education & Training - Other	3,000.00	0.00	0.00	3,000.00	(0.00)
Total Code Enforcement	\$ 281,016.00	\$ -	\$ 13,880.91	\$ 267,135.09	4.94%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Employee Salaries	189,724.00	0.00	10,216.64	179,507.36	0.05
Overtime	3,500.00	0.00	728.71	2,771.29	0.21
FICA Taxes Expense	14,514.00	0.00	811.08	13,702.92	0.06
Employee Retirement Expense	20,246.00	0.00	1,230.96	19,015.04	0.06
Group Insurance	39,875.00	0.00	3,322.88	36,552.12	0.08
Dental/Vision Insurance	7,392.00	0.00	1,232.04	6,159.96	0.17
Life Insurance (Standard Insur.Co.)	3,506.00	0.00	585.86	2,920.14	0.17
Long Term Care (John Hancock Co.)	291.00	0.00	24.25	266.75	0.08
Life Insurance (John Hancock VUL)	4,733.00	0.00	739.14	3,993.86	0.16
Workers' Compensation	6,983.00	0.00	1,746.07	5,236.93	0.25
Town Hall Janitorial	2,611.00	0.00	217.58	2,393.42	0.08
Travel	1,000.00	0.00	0.00	1,000.00	(0.00)
Cellular Phones	2,400.00	0.00	0.00	2,400.00	(0.00)
Town Hall Line Charge/Internet Connection	700.00	0.00	0.00	700.00	(0.00)
Electricity-Outdoor Lighting	32,000.00	0.00	823.89	31,176.11	0.03
Water-Public Works	2,000.00	0.00	0.00	2,000.00	(0.00)
Rental Expense-Equipment Copier	3,600.00	0.00	0.00	3,600.00	(0.00)
Insurance Expense Prop - General Liability	23,805.00	0.00	5,951.25	17,853.75	0.25
Maintenance & Repair Car Bldg & Equipmnt	30,000.00	0.00	3,156.77	26,843.23	0.11
Misc. Charges	15,000.00	0.00	287.15	14,712.85	0.02
Office Supplies	1,500.00	0.00	35.70	1,464.30	0.02
Uniform Expense	1,800.00	0.00	75.90	1,724.10	0.04
Vehicle Expense-Gasoline	6,000.00	0.00	0.00	6,000.00	(0.00)
Memberships/Subscriptions & Dues	1,000.00	0.00	22.50	977.50	0.02
Education & Training-Registration/Books	1,500.00	0.00	50.00	1,450.00	0.03
Total Roads & Streets Department	\$ 415,680.00	\$ -	\$ 31,258.37	\$ 384,421.63	7.52%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	251,461.00	0.00	9,957.28	241,503.72	0.04
Overtime	15,000.00	0.00	2,917.45	12,082.55	0.19
FICA Taxes Expense	19,237.00	0.00	981.24	18,255.76	0.05
Employee Retirement Expense	21,299.00	0.00	1,149.06	20,149.94	0.05
Group Insurance	49,843.00	0.00	6,645.76	43,197.24	0.13
Dental/Vision Insurance	10,559.00	0.00	1,347.36	9,211.64	0.13
Life Insurance (Standard Insur.Co.)	4,664.00	0.00	575.16	4,088.84	0.12
Life Insurance (John Hancock VUL)	5,449.00	0.00	531.08	4,917.92	0.10
Workers' Compensation	5,752.00	0.00	1,437.94	4,314.06	0.25
Contractual Services	1,700.00	0.00	129.00	1,571.00	0.08
Travel- Hotel, Airfare, Milage, Tolls & Meals	400.00	0.00	0.00	400.00	(0.00)
Cellular Phones & Beeper	1,500.00	0.00	0.00	1,500.00	(0.00)
Phone Line- Behan Park	3,200.00	0.00	258.77	2,941.23	0.08
Phone Line- Oglesby Preserve	1,200.00	0.00	57.93	1,142.07	0.05
Electricity	15,000.00	0.00	686.87	14,313.13	0.05
Water Charges	3,000.00	0.00	0.00	3,000.00	(0.00)
Insurance - Property & Liability	13,000.00	0.00	3,247.45	9,752.55	0.25
Maintenance & Repair Car Bldg & Equipmt.	25,000.00	0.00	1,848.93	23,151.07	0.07
Office Supplies	400.00	0.00	0.00	400.00	(0.00)
Uniform Expense	2,000.00	0.00	33.58	1,966.42	0.02
Misc. Charges	15,000.00	0.00	16.98	14,983.02	0.00
Gasoline Costs	4,500.00	0.00	0.00	4,500.00	(0.00)
Membership, Dues & Subscription	900.00	0.00	0.00	900.00	(0.00)
Education & Training-Registration/Books	1,500.00	0.00	50.00	1,450.00	0.03
Pembroke Park Health Fair Festival	10,000.00	0.00	535.00	9,465.00	0.05
Pembroke Park- Egg Hunt	6,000.00	0.00	0.00	6,000.00	(0.00)
Pembroke Park- Toy Drive	4,000.00	0.00	0.00	4,000.00	(0.00)
Pembroke Park- Turkey Drive	6,000.00	0.00	0.00	6,000.00	(0.00)
Community Garden	5,000.00	0.00	87.35	4,912.65	0.02
Maculele Miami Brazalian Arts Institute	2,000.00	0.00	0.00	2,000.00	(0.00)
Relay for Life Event	2,000.00	0.00	0.00	2,000.00	(0.00)
School Supply Drive	3,500.00	0.00	0.00	3,500.00	(0.00)
Church of Christ	1,500.00	0.00	0.00	1,500.00	(0.00)
Newsletter Mailings	10,000.00	0.00	0.00	10,000.00	(0.00)
60th Anniversary Celebration	25,000.00	0.00	0.00	25,000.00	(0.00)
Food Distribution Farm Share	2,000.00	0.00	0.00	2,000.00	(0.00)
Holiday Party	4,500.00	0.00	0.00	4,500.00	(0.00)
Pet Fair	5,000.00	0.00	0.00	5,000.00	(0.00)
Little Library Dispensers	2,000.00	0.00	0.00	2,000.00	(0.00)
Halloween Spectacular Event	2,500.00	0.00	1,285.00	1,215.00	0.51
Club Richelieu	1,000.00	0.00	0.00	1,000.00	(0.00)
Promotions for All Community Events	7,500.00	0.00	0.00	7,500.00	(0.00)
Walk A Thon	1,000.00	0.00	0.00	1,000.00	(0.00)
Fl. Intl. Trade & Commission Expo (FITCE)	2,000.00	0.00	0.00	2,000.00	(0.00)
Focal Point - Walk a thon	1,000.00	0.00	0.00	1,000.00	(0.00)
One Blood	250.00	0.00	0.00	250.00	(0.00)
Total Parks Department	575,314.00	0.00	33,779.19	541,534.81	5.87%
Machinery and Equipment	60,700.00	0.00	0.00	60,700.00	(0.00)
Equipment, Security, Holiday Deco (+250)	6,000.00	0.00	0.00	6,000.00	(0.00)
Community Garden - Irrigation System	8,000.00	0.00	0.00	8,000.00	(0.00)
Park Rec - Concrete Slab	4,000.00	0.00	0.00	4,000.00	(0.00)
Fire & EMS Study Project # 9075	40,000.00	0.00	0.00	40,000.00	(0.00)
Municipal Complex Conceptual Design Project #9076	79,110.00	0.00	0.00	79,110.00	(0.00)
Town all Restroom Improvements	20,000.00	0.00	0.00	20,000.00	(0.00)
TownHall Hardening Project # 9078	684,750.00	0.00	0.00	684,750.00	(0.00)
Hardware & Software Replacement	226,000.00	0.00	0.00	226,000.00	(0.00)
Machinery and Equipment	10,000.00	0.00	0.00	10,000.00	(0.00)
Vehicle Purchase	25,000.00	0.00	0.00	25,000.00	(0.00)
Capital Outlay-Machinery and Equipment	5,000.00	0.00	0.00	5,000.00	(0.00)
Machinery & Equipment (over \$250.00)	2,500.00	0.00	0.00	2,500.00	(0.00)
Vehicle Purchase	26,000.00	0.00	0.00	26,000.00	(0.00)
Machinery and Equipment	63,850.00	0.00	0.00	63,850.00	(0.00)
Total Capital Outlay & Equipment	1,260,910.00	0.00	0.00	1,260,910.00	0.00%
44 Year CDBG Tot Lot Project # 9078	66,672.00				
45 Year CDBG Tot Lot OlgesbyProject	105,000.00	0.00	0.00	105,000.00	(0.00)
Total Capital Projects	171,672.00	0.00	0.00	105,000.00	0.00%
Total Expenditures - General Fund	\$ 12,582,933.00		\$778,909.78	\$ 11,737,351.22	6.19%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
400 - SEWER ENTERPRISE FUND					
Sewer Service Charges	2,680,000.00	0.00	0.00	2,680,000.00	(0.00)
Fixture Charges	75,000.00	0.00	0.00	75,000.00	(0.00)
Sewer Hookup Fees	10,000.00	0.00	1,500.00	8,500.00	0.15
Interest - Revenue- LGIP	20,000.00	0.00	0.00	20,000.00	(0.00)
Impact Fee Physical Environment	177,589.00	0.00	0.00	177,589.00	(0.00)
Other Miscellaneous Revenue	0.00	0.00	0.00	0.00	#DIV/0!
Total Revenue - Sewer Fund	2,962,589.00	0.00	1,500.00	2,961,089.00	0.05%
Regular Full Time Salary	399,259.00	0.00	18,974.26	325,120.61	(4.79)
Overtime	10,000.00	0.00	523.51	9,476.49	0.05
FICA Taxes	30,543.00	0.00	1,432.75	29,110.25	0.05
Employee Retirement Expense	46,346.00	0.00	2,483.75	43,862.25	0.05
Group Insurance - Health	59,812.00	0.00	9,137.92	50,674.08	0.15
Group Insurance - Dental & Vision	8,042.00	0.00	1,134.04	6,907.96	0.14
Group Life Insurance (SIC)	6,934.00	0.00	1,087.13	5,846.87	0.16
Long Term Care Insurance (JHC)	873.00	0.00	72.74	800.26	0.08
Life Insurance - JHC VUL	7,511.00	0.00	935.69	6,575.31	0.12
Workers' Compensation	13,969.00	0.00	3,492.14	10,476.86	0.25
Reimbursable Expenses-Site Plan	0.00	0.00	0.00	0.00	#DIV/0!
Professional Services-Engineering	2,000.00	0.00	0.00	2,000.00	(0.00)
Retainer	2,000.00	0.00	0.00	2,000.00	(0.00)
Sewer Maintenance & Treatment - Hollywood	1,000,000.00	0.00	0.00	1,000,000.00	(0.00)
Misc. Contractual Services-Sewer Department	20,000.00	0.00	1,278.00	18,722.00	0.06
Travel	2,000.00	0.00	0.00	2,000.00	(0.00)
Cellular Phones/Beepers	3,500.00	0.00	0.00	3,500.00	(0.00)
Telephone Lines	0.00	0.00	0.00	0.00	#DIV/0!
Electricity-Sewer Pumps	35,000.00	0.00	890.98	34,109.02	0.03
Water-Public Works	20,000.00	0.00	0.00	20,000.00	(0.00)
Insurance - Property & Liability FLC	37,516.00	0.00	9,378.93	28,137.07	0.25
Maintenance-Lift Stations	150,000.00	0.00	600.00	149,400.00	0.00
Maintenance & Repair Car Bldg & Equipmt.	80,000.00	0.00	669.56	79,330.44	0.01
Misc. Charges	20,000.00	0.00	0.00	20,000.00	(0.00)
Operating Supplies-Uniform Expense	1,500.00	0.00	34.12	1,465.88	0.02
Vehicle Expense-Gasoline	6,000.00	0.00	0.00	6,000.00	(0.00)
Memberships	2,000.00	0.00	37.50	1,962.50	0.02
Education & Training-Registration/Books	2,500.00	0.00	50.00	2,450.00	0.02
Administrative Services	410,000.00	0.00	0.00	410,000.00	(0.00)
New Sewer Truck	30,000.00	0.00	0.00	30,000.00	(0.00)
Master Plan Update	40,000.00	0.00	0.00	40,000.00	(0.00)
Debt Service-Principal Payment	37,000.00	0.00	3,083.34	33,916.66	0.08
Debt Service- Sinking Fund Interest	91,350.00	0.00	7,612.50	83,737.50	0.08
Debt Service Reserve Account	12,912.00	0.00	1,076.00	11,836.00	0.08
Debt Service S/T Assets Reserve	74,022.00	0.00	6,168.47	67,853.53	0.08
Depreciation/Amortization Expense	300,000.00	0.00	0.00	300,000.00	(0.00)
Total Sewer Fund Expenditures	2,962,589.00	0.00	70,153.33	2,837,271.54	2.37%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 10/31/2019

Description	Budget	Encumbered	Actual	Remaining	Percent
401 - STORMWATER MANAGEMENT FUND					
Stormwater Management Utility Fees	1,440,000.00	0.00	0.00	1,440,000.00	(0.00)
FEMA Grant	1,590,428.00	0.00	0.00	1,590,428.00	(0.00)
Impact Fee Revenue-Physical Environment	<u>118,827.00</u>	<u>0.00</u>	<u>0.00</u>	<u>118,827.00</u>	<u>(0.00)</u>
Total Stormwater Revenue	<u>3,149,255.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,149,255.00</u>	<u>0.00%</u>
Salaries	178,340.00	0.00	5,176.64	173,163.36	0.03
Overtime	10,000.00	0.00	731.70	9,268.30	0.07
FICA Taxes	13,643.00	0.00	449.43	13,193.57	0.03
Employee Retirement Expense	15,105.00	0.00	534.45	14,570.55	0.04
Group Insurance - Health	29,906.00	0.00	2,492.16	27,413.84	0.08
Group Insurance - Dental & Vision	6,517.00	0.00	467.44	6,049.56	0.07
Group Life Insurance - SIC	2,877.00	0.00	298.11	2,578.89	0.10
Life Insurance - JHC VUL	4,530.00	0.00	280.00	4,250.00	0.06
Workers' Compensation	9,038.00	0.00	2,259.62	6,778.38	0.25
Legal/Non Retainer	4,000.00	0.00	0.00	4,000.00	(0.00)
Engineering	5,000.00	0.00	0.00	5,000.00	(0.00)
Professional Services	5,000.00	0.00	0.00	5,000.00	(0.00)
Cell Phones/Beepers	650.00	0.00	0.00	650.00	(0.00)
Electricity-Drainage Pumps	25,000.00	0.00	408.23	24,591.77	0.02
Insurance Expense FLC	2,500.00	0.00	0.00	2,500.00	(0.00)
Insurance - Prop & General Liability	32,825.00	0.00	8,206.16	24,618.84	0.25
Maintenance & Repair Cars, Building & Other	50,000.00	0.00	0.00	50,000.00	(0.00)
Misc. Charges	15,000.00	0.00	0.00	15,000.00	(0.00)
Uniform Expense	500.00	0.00	52.98	447.02	0.11
Memberships/Subscriptions and Dues	600.00	0.00	500.00	100.00	0.83
Education & Training, Registration, Books	2,500.00	0.00	0.00	2,500.00	(0.00)
Administrative Services GF Cost Allocation	210,000.00	0.00	0.00	210,000.00	(0.00)
Machinery and Equipment New Stormwater Truck	30,000.00	0.00	0.00	30,000.00	(0.00)
Depreciation Expense	500,000.00	0.00	0.00	500,000.00	(0.00)
County Line Stormwater & Sidewalk Project # 3353	150,000.00	0.00	0.00	150,000.00	(0.00)
John P. Lyons Phase II Engineering & Design #3354	912,350.00	0.00	0.00	912,350.00	(0.00)
S.W. 25th St. Stormwater Improvement Phase II #3355	<u>1,208,220.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,208,220.00</u>	<u>(0.00)</u>
Total Stormwater Expenditures	<u>3,424,101.00</u>	<u>0.00</u>	<u>21,856.92</u>	<u>3,402,244.08</u>	<u>0.64%</u>
Total Revenue - ALL FUNDS	\$ 17,873,859.00		\$266,414.86	\$ 17,607,444.14	1.49%
Total Expenditures - ALL FUNDS	\$ 18,969,623.00		\$870,920.03	\$ 17,976,866.84	4.59%

AGENDA ITEM REPORT



To:

Subject: Authorizing Reimbursement to Detective Iamel Martinez From Law Enforcement Trust Fund Not To Exceed \$125.00

Meeting: Workshop Meeting - 06 Nov 2019

Department: Finance

Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Lunch and Dinner Provided by Detective Iamel Martinez to the Explorers for the Delegates Competition on September 13th 2019 by

FINANCIAL IMPACT:

Expenditure for Local Law Trust Fund

RECOMMENDATION:

Reimbursement of Lunch and Dinner Expenses for Explorers

ATTACHMENTS:

[DOC102219-001](#)

	Status:
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None
Agatha Muse-Salters, Town Manager	None

EXPLORE
Sep. Delegates
Lunch/Dinner

Welcome to Chick-fil-A
Naples Center FSU (#01721)
Naples, FL
239-594-9777
Operator: P.J. Rodriguez
Scan your Chick-fil-A One App
and start earning FREE treats!

CUSTOMER COPY

9/13/2019 2:56:43 PM

DINE IN

Order Number: 6157775

1 Meal-Nugg 8ct	6.85
Nugget 8ct	
Fries MD	
Swt Tea MD	
1 Meal-Nugg 8ct	6.85
Nugget 8ct	
Fries MD	
Dr Ppr MD	
1 Meal-CFADlx+Am	7.39
CFADlx +Am	
Fries MD	
Sprite MD	
1 Meal-CFADlx+Am	7.39
CFADlx +Am	
1 - Tomato	(0.15)
Fries r	
Lmnde MD	0.24
1 Meal-Nugg 8ct	6.85
Nugget 8ct	
Fries MD	
Tea/Lmnde MD	0.24
1 CFA Sand	3.69
1 GRL Nug 8ct	4.49
1 SpcyDlx +PJ	4.59
1 - Tomato	(0.15)
1 Mktsld GRL	8.19
+ Avo Ranch	
1 Fries LG	2.09
1 Grn Parfait	3.25
1 Hi-C FP MD	1.75
1 BTL Water	1.75
1 Water MD	0.00

Sub. Total: \$65.31

Tax: \$4.45

Total: \$69.76

Change \$0.00

Visa: \$69.76

Register:6 Tran Seq No: 6157775

Cashier:Amber

Try our NEW Mac & Cheese!

Thank you for visiting Chick-fil-A

Card Number : *****8548

Card Type : VISA

Approval : 05904C

AID : A0000000031010

Phone:941-722-0006

Web Delivery.

Ord # 253

Empl: 09/13/2019 9:16 PM

3RD FLOOR ROOM 315
MALACHI JACOBS
100 RIVERFRONT BOULEVARD
#315
BRADENTON 34205
786-262-6087

ORDER NOTE

3rd floor room 315

1 LG REG Pizza Menu Special 11.55

DELIVERY DELIVERY

100 PCT Mozzarella

Garlic Butter Crust

Pepperoni 1.80

Bacon 4.20

1 LG REG Pizza Menu Special 11.55

DELIVERY DELIVERY

100 PCT Mozzarella

Garlic Butter Crust

1 8 Piece Chicken Wings 10.99

DELIVERY DELIVERY

REGULAR COOK

DRY RUB garlic parm

BLUE CHEESE

NO BREAD

ALL DRUMS 2 COLLAR 2.00

REG Amount sauce

No Ce

[Large] and 8 Buffalo-6.15

Subtotal 35.74

Tax 2.50

Delivery Fee 3.89

Total 42.13

Visa 8548 Pa, 42.13

Tip 5.00

Addl Tip

Total 47.13

*** Guest Copy ***

TOWN OF PEMBROKE PARK (1PBPF)

GL Audit Trail Report

10/22/2019 11:22:42 AM

Periods 14 To 26
10/01/2018 To 09/30/2019

Page 1

Fund: All Funds

Account Number / Description				Status	Account Class	
001-520521-520900-01-0000 LLET - Explorer Program				Active	Expense (Operating Debit)	
<u>Trans. Date</u>	<u>Trans. Reference</u>	<u>Trans. Description</u>	<u>Application</u>		<u>Debits</u>	<u>Credits</u>
	<u>User ID</u>	<u>Batch Number</u>	<u>Trans. Detail Description</u>			
01/04/2019	AP000000501000001	88178/EXPLRPRGM-26	AP		405.45	
	TEMP1	AP0000005010AAHKQ	Explorers- Red Button Escape Reimb.			
01/04/2019	AP000000501000001	88178/EXPLRPRGM-26	AP		119.71	
	TEMP1	AP0000005010AAHKQ	Explorers- Meal Reimb.			
Totals for January					525.16	0.00
<u>Trans. Date</u>	<u>Trans. Reference</u>	<u>Trans. Description</u>	<u>Application</u>		<u>Debits</u>	<u>Credits</u>
	<u>User ID</u>	<u>Batch Number</u>	<u>Trans. Detail Description</u>			
05/17/2019	AP000000509500002	88178/EXPLRPRGM-27	AP		52.16	
	TEMP1	AP0000005095AAHXX	Meal Reimb. for Explorers Feb 19, 2019			
05/17/2019	AP000000509500002	88178/EXPLRPRGM-27	AP		32.65	
	TEMP1	AP0000005095AAHXX	Meal Reimb. for Explorers March 16, 2019			
05/31/2019	AP000000510400001	88188/EXPLRPRGM-28	AP		6,641.00	
	TEMP1	AP0000005104AAHOG	2019 FSEA Summer Conference for Explorers			
Totals for May					6,725.81	0.00
<u>Trans. Date</u>	<u>Trans. Reference</u>	<u>Trans. Description</u>	<u>Application</u>		<u>Debits</u>	<u>Credits</u>
	<u>User ID</u>	<u>Batch Number</u>	<u>Trans. Detail Description</u>			
07/19/2019	AP000000513700001	88178/EXPLRPRGM-28A	AP		656.49	
	TEMP1	AP0000005137AAHPN	Meal Reimb. for 2019 Explorer Summer FSEA Conferen			
Totals for July					656.49	0.00
<u>Trans. Date</u>	<u>Trans. Reference</u>	<u>Trans. Description</u>	<u>Application</u>		<u>Debits</u>	<u>Credits</u>
	<u>User ID</u>	<u>Batch Number</u>	<u>Trans. Detail Description</u>			
09/20/2019	AP000000517300001	88172/EXPLRPRGM-30	AP		186.08	
	TEMP1	AP0000005173AAHQX	Explorer Meal Reimb. for Back to School Drive			
09/20/2019	AP000000517300002	88178/EXPLRPRGM-29	AP		50.56	
	TEMP1	AP0000005173AAHQX	Explorer Meal Reimb. for Back to School Drive			
09/20/2019	AP000000517300002	88178/EXPLRPRGM-29	AP		59.34	
	TEMP1	AP0000005173AAHQX	Explorer Meal Reimb. for Blood Drive			
Totals for September					295.98	0.00
Balance Forward		Debits	Credits	Net Change	Balance	
8,952.11 DR		8,203.44	0.00	8,203.44 DR	17,155.55 DR	

Totals for: All Funds

Balance Forward	Debits	Credits	Net Change	Balance
8,952.11 DR	8,203.44	0.00	8,203.44 DR	17,155.55 DR



TOWN OF PEMBROKE PARK

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

September 13th 2019

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen,
Commissioner

Reynold Dieuveille
Commissioner

Agatha Muse-Salters
Town Manager

Christopher J. Ryan
Town Attorney

Kathy DuBose
Joint Legislative Audit Committee
111 West Madison Street
Tallahassee, Florida 32399-1450

Dear Ms. DuBose:

This letter is to advise you that the audit for the Town of Pembroke Park for the fiscal year ended September 30, 2018, has not been completed by our audit firm, Grau & Associates.

Please see the attached correspondences from the audit firm alerting the Town of Pembroke Park of the inability to complete the audit by the June 30, 2019 completion date.

Please allow us to work with the audit firm to complete this audit. We are working with them to finish this report as soon as possible.

Thank you for your understanding.

Sincerely,

Agatha Muse-Salters
Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park FL, 33023
(954) 966-4600
Amusesalters@townofpembrokepark.com

Attachments:

1. Letter from Grau & Associates
2. E-mail memo from Grau & associates

SEPTEMBER 13



TOWN OF PEMBROKE PARK

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

September 13th 2019

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen,
Commissioner

Reynold Dieuville
Commissioner

Agatha Muse-Salters
Town Manager

Christopher J. Ryan
Town Attorney

Mr. Derek H. Noonan, CPA
Audit Supervisor
Auditor General's Office
State of Florida
401 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Dear Mr. Noonan, CPA:

This letter is to advise you that the audit for the Town of Pembroke Park for the fiscal year ended September 30, 2018, has not been completed by our audit firm, Grau & Associates.

Please see the attached correspondences from the audit firm alerting the Town of Pembroke Park of the inability to complete the audit by the June 30, 2019 completion date.

Please allow us to work with the audit firm to complete this audit. We are working with them to finish this report as soon as possible.

Thank you for your understanding.

Sincerely,

Agatha Muse-Salters

Town Manager

Town of Pembroke Park

3150 SW 52nd Avenue

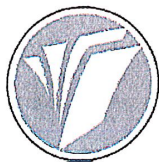
Pembroke Park FL, 33023

(954) 966-4600

Amusesalters@townofpembrokepark.com

Attachments:

1. Letter from Grau & Associates
2. E-mail memo from Grau & associates



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

June 10, 2019

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

Re: Audit engagement for the fiscal year ended September 30, 2018

This letter is to inform you about the following issues related to the audit engagement for the fiscal year ended September 30, 2018. During our audit procedures, we became aware of an additional ongoing investigation by the Broward County Office of the Inspector General (OIG). The original requests for documentation date back to January 2019. We discovered the investigation last week. We should have been told about the ongoing investigation before we commenced with the audit.

Based on the current information requests we reviewed from the OIG, the subject of the investigation could affect the financial statements. In accordance with professional standards, we need to obtain a clearer understanding of the nature and potential causes of the investigation and to evaluate the potential impact of the investigation in order to assess the need for extended audit procedures in various areas, including payroll, which may result in an increase in the fees. Consequently, we will be unable to complete this engagement by June 30, 2019.

Very truly yours,

Grau & Associates

Antonio J. Grau, CPA

Agatha Muse-Salters

From: Tony Grau Jr. <TGrauJr@graucpa.com>
Sent: Friday, August 9, 2019 12:47 PM
To: Agatha Muse-Salters
Cc: Ambassadorclark
Subject: Status of audit

Hi Agatha,

I have spent 11 hours over the past two days reviewing the file to assess the situation with the audit. The agreed upon fee for the audit is \$38,000. Our time on the engagement is approaching this amount and we are no were close to completing. I will need approval for a fee increase of \$25,000 to continue with the audit. We will be doing additional procedures related to payroll, employee reimbursements, credit card payments and expenditures. Once approved I will continue with audit. I will not be going out to the Town on Monday. Please advise if you want a new engagement letter for the fee increase.

Sincerely,

Tony

*Antonio J. Grau, CPA**
Audit Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431
561-939-6672 Direct
561-994-5823 Fax

* Regulated by the State of Florida

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

SEPTEMBER 17

Agatha Muse-Salters

From: JLAC <jlac@leg.state.fl.us>
Sent: Tuesday, September 17, 2019 8:57 AM
To: Agatha Muse-Salters
Subject: Receipt of Letter dated 9/13/19

Ms. Muse-Salter

This email is to confirm receipt of your letter from the Town of Pembroke Park dated September 13, 2019 regarding the Town's audit.

Joint Legislative Auditing Committee
(850) 717-0322

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

OCTOBER 2

Agatha Muse-Salters

From: JLAC <jlac@leg.state.fl.us>
Sent: Wednesday, October 2, 2019 11:03 AM
To: Agatha Muse-Salters
Subject: Town of Pembroke Park
Attachments: Pembroke Park, Town of.pdf

Agatha Muse-Salters

See attached letter from JLAC regarding the above referenced entity.

Joint Legislative Auditing Committee (JLAC)
(850) 487-4110

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

BILL GALVANO
President of the Senate



Senator Dennis Baxley
Senator Tom Lee
Senator Bill Montford
Senator Kevin Rader

**THE FLORIDA LEGISLATURE
JOINT LEGISLATIVE AUDITING
COMMITTEE**

**Representative Jason Fischer, Chair
Senator Jeff Brandes, Vice Chair**

JOSE OLIVA
Speaker of the House



Representative Michael Caruso
Representative Chip LaMarca
Representative Sharon Prichett
Representative Bob Rommel
Representative Jackie Toledo
Representative Patricia Williams

October 1, 2019

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Ashira Mohammed, Mayor
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023-5413

Dear Mayor Mohammed:

Based on correspondence and records from the Department of Financial Services (DFS) and the Auditor General, the Town of Pembroke Park is being contacted because the following required financial reports have not yet been submitted (these reports were due no later than June 30, 2019):

FY 2017-18 Annual Financial Report (AFR)
FY 2017-18 Annual Financial Audit Report (Audit)

The Joint Legislative Auditing Committee (Committee) is expected to meet in November 2019 to consider taking action against municipalities that have failed to file outstanding financial reports. To avoid having state revenues withheld from your municipality, please submit the above-referenced reports to the DFS and the Auditor General, as applicable, no later than November 4, 2019. If such reports cannot be submitted by this date, please provide a detailed written status of the delinquent financial reports to jlac@leg.state.fl.us or to the address listed below no later than October 31, 2019.

Please read the **Required Action** section on page two of this letter for information on filing the delinquent financial reports.

Related Laws (See enclosure for full text)

Sections 218.32(1)(a), (d), and (f), *Florida Statutes*, require municipalities to submit an AFR and an annual financial audit report (if required) to the DFS, and requires the DFS to notify the Committee of municipalities that have failed to submit an AFR.

Sections 218.39(1)(b) and (g), and (7), *Florida Statutes*, establish the audit threshold for municipalities and requires audit reports to be submitted to the Auditor General.

Section 11.45(7)(a), *Florida Statutes*, require the Auditor General to notify the Committee of municipalities that have failed to file an audit report.

Kathryn H. DuBose, Coordinator
111 West Madison Street, Room 876, Claude Pepper Building, Tallahassee, Florida 32399-1400
Telephone (850) 487-4110 Fax (850) 922-5667
jlac@leg.state.fl.us

The Honorable Ashira Mohammed, Mayor
October 1, 2019
Page 2

Section 11.40(2)(a), *Florida Statutes*, authorize the Committee to direct the Department of Revenue and the DFS to withhold selected state revenues from municipalities that have failed to file an AFR and an annual financial audit report (if required). While certain state revenues, once withheld, are available to be distributed to the municipality if it becomes compliant by the end of the State of Florida's fiscal year (June 30, 2020, for purposes of this letter), certain other state revenues, once withheld, will not be distributed to the municipality. One example is the local government half-cent sales tax proceeds; see Section 218.63, *Florida Statutes*. These monies will be returned to the State.

Required Action

File the AFR (and audit report) with the DFS:

Refer to the DFS' website as follows:

Department of Financial Services	http://www.myfloridacfo.com/Division/AA/LocalGovernments/default.htm Select "ANNUAL FINANCIAL REPORTS/LOGGER" and review the information included about the Annual Financial Report (AFR). If you have specific questions regarding the filing of the AFR, please contact the Local Government Section at (850) 413-5571 or send an e-mail to localgov@myfloridacfo.com .
---	---

File the audit report with the Auditor General:

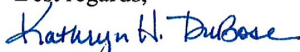
Refer to the Auditor General's website as follows:

Auditor General	https://flauditor.gov/pages/tech_localgovt.html The "Local Governmental Entity Audit Report Submittal Checklist" should be completed and forwarded with the audit report. The mailing address and contact information for the Auditor General's local government audit staff are shown on page 3 of this checklist. (Note: The Checklist is the 8 th item listed on the web page.) If you have specific questions regarding the submission of the audit report, please contact the Auditor General's Office at (850) 412-2881 or send an e-mail to flaudgen_localgovt@aud.state.fl.us .
------------------------	--

For additional information about required financial reporting and the Committee's role, you may wish to review the Committee's website at www.leg.state.fl.us/committees/jlac; under the heading "Quick Links" select "Local Government Financial Reporting."

If you have any questions about this letter, please do not hesitate to contact Debbie White on our staff at jlac@leg.state.fl.us or (850) 487-4110. For specific questions regarding the filing of the financial reports, please contact the DFS or the Auditor General, as applicable, using the contact information provided above.

Best regards,



Kathryn H. DuBose
Coordinator

Enclosure

cc: sent by email: Agatha Muse-Salters, Town Manager

**2019 Florida Statutes Related to
Annual Financial Reports (AFRs) and Annual Financial Audit Reports for Counties and Municipalities**

218.32 Annual financial reports; local governmental entities.—

- (1)(a) Each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles, and each independent special district as defined in s. 189.012, shall submit to the department a copy of its annual financial report for the previous fiscal year in a format prescribed by the department. The annual financial report must include a list of each local governmental entity included in the report and each local governmental entity that failed to provide financial information as required by paragraph (b). The chair of the governing body and the chief financial officer of each local governmental entity shall sign the annual financial report submitted pursuant to this subsection attesting to the accuracy of the information included in the report. The county annual financial report must be a single document that covers each county agency.
- (d) Each local governmental entity that is required to provide for an audit under s. 218.39(1) must submit a copy of the audit report and annual financial report to the department within 45 days after the completion of the audit report but no later than 9 months after the end of the fiscal year.
- (f) If the department does not receive a completed annual financial report from a local governmental entity within the required period, it shall notify the Legislative Auditing Committee and the Special District Accountability Program of the Department of Economic Opportunity of the entity's failure to comply with the reporting requirements.

218.39 Annual financial audit reports.—

- (1) If, by the first day in any fiscal year, a local governmental entity, district school board, charter school, or charter technical career center has not been notified that a financial audit for that fiscal year will be performed by the Auditor General, each of the following entities shall have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant retained by it and paid from its public funds:
- (a) Each county.
- (b) Any municipality with revenues or the total of expenditures and expenses in excess of \$250,000, as reported on the fund financial statements.
- (g) Each municipality with revenues or the total of expenditures and expenses between \$100,000 and \$250,000, as reported on the fund financial statements, which has not been subject to a financial audit pursuant to this subsection for the 2 preceding fiscal years.
- (7) All audits conducted pursuant to this section must be conducted in accordance with the rules of the Auditor General adopted pursuant to s. 11.45. Upon completion of the audit, the auditor shall prepare an audit report in accordance with the rules of the Auditor General. The audit report shall be filed with the Auditor General within 45 days after delivery of the audit report to the governing body of the audited entity, but no later than 9 months after the end of the audited entity's fiscal year. The audit report must include a written statement describing corrective actions to be taken in response to each of the auditor's recommendations included in the audit report.

218.63 Participation requirements.—

- (1) Only those units of local government which meet the eligibility requirements for revenue sharing pursuant to s. 218.23 shall participate in the local government half-cent sales tax. However, a municipality incorporated subsequent to the effective date of chapter 82-154, Laws of Florida, which does not meet the applicable criteria for incorporation pursuant to s. 165.061 shall not participate in the local government half-cent sales tax. In either case, distributions to eligible units of local government in that county shall be made as though the nonparticipating municipality had not incorporated.
- (2) The moneys which otherwise would be distributed pursuant to this part to a unit of local government failing to certify compliance as required by s. 218.23(1) or having otherwise failed to meet the requirements of s. 200.065 shall be deposited in the General Revenue Fund for the 12 months following a determination of noncompliance by the department.
- (3) A county or municipality may not participate in the distribution of local government half-cent sales tax revenues during the 12 months following a determination of noncompliance by the Department of Revenue as provided in s. 200.065(13)(e).

11.45 Definitions; duties; authorities; reports; rules.—

(7) AUDITOR GENERAL REPORTING REQUIREMENTS.—

(a) The Auditor General shall notify the Legislative Auditing Committee of any local governmental entity, district school board, charter school, or charter technical career center that does not comply with the reporting requirements of s. 218.39.

11.40 Legislative Auditing Committee.—

(2) Following notification by the Auditor General, the Department of Financial Services, the Division of Bond Finance of the State Board of Administration, the Governor or his or her designee, or the Commissioner of Education or his or her designee of the failure of a local governmental entity, district school board, charter school, or charter technical career center to comply with the applicable provisions within s. 11.45(5)-(7), s. 218.32(1), s. 218.38, or s. 218.503(3), the Legislative Auditing Committee may schedule a hearing to determine if the entity should be subject to further state action. If the committee determines that the entity should be subject to further state action, the committee shall:

(a) In the case of a local governmental entity or district school board, direct the Department of Revenue and the Department of Financial Services to withhold any funds not pledged for bond debt service satisfaction which are payable to such entity until the entity complies with the law. The committee shall specify the date that such action must begin, and the directive must be received by the Department of Revenue and the Department of Financial Services 30 days before the date of the distribution mandated by law. The Department of Revenue and the Department of Financial Services may implement this paragraph.

OCTOBER 28

Agatha Muse-Salters

From: Agatha Muse-Salters
Sent: Monday, October 28, 2019 3:26 PM
To: 'dubose.kathy@leg.state.fl.us'; 'jlac@leg.state.fl.us'
Cc: ashira mohammed; Ashira Mohammed; 'Chris Ryan'; Newall J. Daughtrey; Finance Director
Subject: Status of Town of Pembroke Park's FY 2017-18 Annual AFR & Audit
Attachments: Town of Pembroke Park letter to JLAC Committee_10-28-2019.pdf

Tracking:	Recipient	Delivery
	'dubose.kathy@leg.state.fl.us'	
	'jlac@leg.state.fl.us'	
	ashira mohammed	Delivered: 10/28/2019 3:26 PM
	Ashira Mohammed	
	'Chris Ryan'	
	Newall J. Daughtrey	Delivered: 10/28/2019 3:26 PM
	Finance Director	Delivered: 10/28/2019 3:26 PM
	'desindawoodcarper@yahoo.com'	

Good Afternoon Kathryn DuBose:

Attached to this email is a letter detailing the status of the Town of Pembroke Park's Annual FY 2017-18 Annual Financial Report (AFR) and FY 2017-18 Financial Audit Report (Audit) and the request for an extension of the abovementioned reports.

If you or the Committee need any additional information or have any other clarifications, please feel free to contact me at amusesalters@townofpembrokepark.com (email) or 954-966-4600.

Sincerely,

Agatha Muse-Salters
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
954-966-4600 x 220 (Office)
954-815-0026 (Mobile)
954-966-5186 (Fax)
AMuseSalters@townofpembrokepark.com



/

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

Agatha Muse-Salters

From: Mail Delivery System <Mailer-Daemon@mx66.antispamcloud.com>
Sent: Monday, October 28, 2019 3:26 PM
To: Agatha Muse-Salters
Subject: Delivery Status Notification
Attachments: Status of Town of Pembroke Park's FY 2017-18 Annual AFR & Audit

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

Agatha Muse-Salters

From: JLAC <jlac@leg.state.fl.us>
Sent: Monday, October 28, 2019 3:33 PM
To: Agatha Muse-Salters
Subject: Read: Status of Town of Pembroke Park's FY 2017-18 Annual AFR & Audit
Attachments: Read: Status of Town of Pembroke Park's FY 2017-18 Annual AFR & Audit

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TOWN OF PEMBROKE PARK

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

October 28, 2019

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen,
Commissioner

Reynold Dieuveille
Commissioner

Agatha Muse-Salters
Town Manager

Christopher J. Ryan
Town Attorney

Kathryn H. DuBose, Coordinator
Joint Legislative Audit Committee
111 West Madison Street
Tallahassee, Florida 32399-1450

Dear Ms. DuBose:

The Town received your letter dated October 1, 2019 addressed to Mayor Ashira Mohammed regarding the FY 2017-18 Annual Financial Report (AFR) and the FY 2017-18 Annual Financial Audit Report (Audit) not being submitted by the June 30, 2019 deadline.

On September 13, 2019, a letter was submitted from the Town apprising the Joint Legislative Audit Committee and the Auditor General's Office of the Town's audit firm Grau & Associates (G & A) inability to complete the audit by the June 30, 2019 completion date.

We are continuing to work with Grau & Associates to complete this audit. However, G & A needs additional time to complete the audit. G & A has requested that the Town submit the following documents to the audit firm:

1. Minutes,
2. Response to Communication Service Tax Revenue Questions, and
3. Disbursement Follow-up.

In addition, once the items are received from the Town, G & A will still need to perform the following:

1. Test Payroll,
2. Draft the Financial Statements, and
3. Have the file be reviewed by the Town prior to issuing a draft report.

For the reasons stated above, the Town of Pembroke Park is requesting that an extension be granted until November 30, 2019 to submit the reports to the Department of Financial Service (DSF) and the Auditor General.

Thank you in advance for considering this request and for your understanding.

If you have any questions about this request, please contact me at the contact information listed below under my signature.

Sincerely,

Agatha Muse-Salters
Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park FL 33023
(954) 966-4600

Amusesalters@townofpembrokepark.com

cc: Sent by email: Kathryn DuBose & Debbie White

AGENDA ITEM REPORT



To:

Subject: Update on Outstanding Renewal Fiscal Year 2018-2019

Meeting: Workshop Meeting - 06 Nov 2019

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[Bal of Acct from FY 17-18 as of 10-18-19](#)

	Status:
Finance director, Finance & Budget Director	Approved - Oct 23 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Oct 25 2019
Agatha Muse-Salters, Town Manager	Approved - Oct 25 2019

OUTSTANDING RENEWALS FY 2018-2019
AS OF OCTOBER 18, 2019

	Name	LocalAddress	AcctNo	Prior Yr(s) Balance brought forward Y-Yes or N-No	Billing includes Business Tax Y-Yes or N-No
1	AUDIO VIDEO MD INC	2940COUNTRY CLUB LN	004888	N	Y
2	ALASHAHOLIC	3001 WHALL BCH BLVD, 306	004903C	PAID-8/2019	N
3	ALFREDO ORTIZ CUSTOM KITCHEN	2401 J PLYONS LN, C29	005040C	CLOSED ACCT	N
4	AMAZING EVENTS & RENTALS INC	2950-2952SW 30 AVE	007460	N	Y
5	ANDERSONS AUTOMOTIVE	5507 SW 25CT	009515	N	Y
6	THERESA CAMPBELL	5501 SW 33STREET, S	034262*N	CLOSED ACCT	N
7	CHARLIES IRONWORKS	3120 PEMB RD, 214	035930	PAID-4/2019	Y
8	JON CHISTYAKOV	2401 J PLYONS LN, F24-26	037610	Y	Y
9	AAA CLOSEOUT NETWORK	2673 PARKLN	042625	Y	N
10	AAA CLOSEOUT NETWORK	2681 PARKLN	042626	Y	N
11	AAB INTERNATIONAL	2517 PARKLN	042675	Y	N
12	ALEXAS M CROSSMAN	3924 SW 52AVE, 1	043350	PAID-5/2019	N
13	DC DIVERSIFIED INC	3120 SW 19ST, 161	044150C*N	CLOSED ACCT	N
14	CARE ONE LOGISTICS	2657 -2665PARK LN	044250	Y	N
15	DEKA BUSINESS CORP	3120 PEMBRD, 226	045500C	Y	N
16	DRE COUTURE	2930 SW 30AVE, B	045660C	Y	N
17	GQ GALLERY INC	2930 SW 30AVE, K	046375	Y	Y
18	DOCS, LLC	3146 JPCURCI DR,3A-2	047070	PAID -5/2019	Y
19	EXECUTIVE DIESEL	3154 PEMBRD	051263C	Y	N
20	FLORIDA STORM SHUTTERS	3120 PEMBRD, 241	054825C	Y	N
21	GALANTE STUDIO	2649 PARK LN	066223*N	CLOSED ACCT	N
22	G REALTY LLC	3121W HALLBCH BLVD,103	066755	PAID-8/2019	Y
23	H & G QUALITY / AC CUSTOM	2565 PARKLN	067650C	Y	N
24	HAIR & MOUSTACHE BARBERSHOP	3948 PEMBRD, A	067751C*N	CLOSED ACCT	N
25	DAVID HENRIQUES	3615 SW 52AVE, B103	068857	CLOSED ACCT	N
26	HOLYWOOD STYLE BEAUTY	3948 B PEMBRD	072600	CLOSED ACCT	Y
27	YOLANDA ULERIO	3948 B PEMBRD	072600A	CLOSED ACCT	Y
28	ICE CREAM TIME / GIG ICE CREAM*	3130 PEMB RD, 422	074515	PAID-4/2019	Y
29	IMARINE DISTRIBUTORS LLC	3130 PEMBRD, 342	075300	N	Y
30	J.R. METAL ORNAMENTAL INC	1851 SW 31AVE	078658	PAID-5/2019	Y
31	JUST INSURANCE BROKERS	4520 WHALL BCH BLVD, 4	081600	PAID-6/2019	Y
32	YELENA KHALIF	3864 SW 48 AVE	083550	PAID-5/2019	N
33	KING OF QUARTZ AND GRANITE INC	1802 SW 31AVE	083725C	PAID-4/2019	Y
34	LA ESTANCIA TOWNHOMES	5401-5465SW 41 ST	084700	PAID-7/2019	N
35	POINT OF GRACE CHRISTIAN SCHOOL	3610 SW 48AVE	085301	Y	N
36	LIFT MASTERS & EQUIPMENT	3130 SW 19ST, 461	086100	PAID-5/2019	Y
37	LUIS TOLENTINO	2401 J PLYONS LN, A23	088000	PAID-9/2019	N
38	RICHARD ROBINSON	3944 SW 48AVE	091250	PAID-4/2019	N
39	MEDICAL TRANSPORTATION SVCS	2061 SW 31AVE	092000	CLOSED ACCT	Y
40	PETER MEIKLE	2401 J PLYONS LN, B9-10	092102	PAID-9/2019	N
41	MORGAN WINE & SPIRITS DIST	2069 SW 31AVE	094840	CLOSED ACCT	Y
42	MOVING SERVICES INC	2617 / 2625PARK LN	094912	Y	N
43	NEW VUE OPTICAL LLC	4520 WHALL BCH BLVD, 8	098450	PAID-4/2019	Y
44	NEVILLE SHEPHERD LLC	3130 PEMBRD, 404	099700	Y	Y
45	A TO Z MARKETING	1869 SW 31AVE	101329	Y	Y
46	OCHI PROPERTIES LLC	2863 S PARKRD	101340C	Y	N
47	PLAZA OF HALLANDALE BEACH	3535 SW 52AVE	101503	PAID-5/2019	Y
48	ORA'S CABINETS	2401 JPLYONS LN, B25-26	101575C	PAID-9/2019	N
49	RESIDENT	4805 SW 41 ST, #207	105852	PAID 6/2019	N
50	PRINTOPIA, LLC	2260 SW 30AVE	110600	PAID 11/2018-BAL \$31.03	Y
51	R.S. TRADING CO	2673 S PARKLN	112923	Y	Y
52	DANIEL REIDER	3848 SW 48AVE	113320	N	N
53	RENOVAC CORP	311 LONEPINE LANE	113700	PAID-4/2019	Y
54	ROODY JEAN GILLES CABINETRY	3120 PEMBRD, 234-235	113990C	Y	N
55	IRRINGTON ROBERTS	3840 SW 48AVE, C-21	114545	CLOSED ACCT	N
56	ISAIAH ROLENDER	2544 SW 30AVE	114600	PAID-4/2019	N
57	WILFORD SAMUEL	2350 S PARKRD, 205	116205	Y	N
58	DAVIS SCHENLEY	611 MARINE DR, 422	116725	PAID-4/2019	N
59	MORRISON, ANGELA	3722 SW 52AVE, 108	118783	PAID-5/2019	N
60	SOOK PAINT & BODY SHOP LLC	2311 J P LYONS LN	120306	PAID BTR-BAL INSP FEES	Y

OUTSTANDING RENEWALS FY 2018-2019
AS OF OCTOBER 18, 2019

61	SOUTH FL CONSTRUCTION &	2400 SW 30 AVE, C	120400	PAID- 4/2019-BAL \$390	N
62	WASTE SVCS. OF FLORIDA INC	VARIOUS AREAS	120950RM	PAID-9/2019/CLOSED	Y
63	STIRLING WHOLESALE MEAT	2665 S PARKRD	122717	PAID-8/2019	Y
64	SUBWAY #34960	3930 PEMBRD	122950	PAID-5/2019	Y
65	TAJ FASHION	2930 SW 30 AVE, K&L	125610	N	Y
66	TEAM MARKETING GROUP, INC	3107 WHALL BCH BLVD, 3	125684	N	Y
67	TRAUPE RESIDENCE	3841 SW 52 AVE, 108	126992	Y	N
68	V & L DEBT RELIEF AND SVCS., INC	4500 WHALL BCH BLVD	130380	N	Y
69	WAL-MART STORES #1996	3898 PEMBRD	132776	PAID 10/2018- BAL \$22	Y
70	WATERMAN PLUMBING	3120 SW 19 ST, 153	132850C	PAID 5/2019-ADJ BAL	N
71	WORLD STAR ENTERPRISES INC	3121 W HALL BCH BLVD, 108	135200	PAID-9/2019	Y
72	JASMIN ANN SUTHERLAND	3750 SW 48 AVE, 105	137724	CLOSED ACCT	N
	The following accounts are other billing that were mailed with renewals FY 18-19				
73	PEMBROKE PK CHURCH OF CHRIST	3707 SW 56 AVE	105800B	Y	N
74	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EX	Y	N
75	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EXA	Y	N
	*CORRECTION				
	Total # of accounts with balance from previous year			23	34
	Total # of accounts outstanding			30	41

BILLING AND COLLECTIONS FOR 2018-2019
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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	Billing FOR 2018/19	Amt Collected or Acct Balance	Amount Pending	Status	Complete	
1	ACCT#	REIMBURSABLE EXPENSES			(CREDIT)	
2	024170S	AVI SHLOLO (COMM CTR) - SITE @ 2991 SW 32 AVE & 3441 W HALL BCH BLVD	\$445.42	\$3,240.00	\$3,685.42	PAST DUE 9/14/18- BILLING AS OF 9/23/19
3	048537PK	EAST COAST INVEST (Seneca Town Ctr) - PK REDUCTION ADDITION @ 3195 W HALL BCH BLVD	\$0.00	\$2,000.00	(\$2,000.00)	NON ACTIVE ACCT - BILLING CURRENT 10/25/19
4	048503S	CORS-AIR - MINOR SITE @ 2865 SW 30 AVE	\$402.50	\$912.50	(\$510.00)	BILLING CURRENT - UNTIL 10/25/19
5	048600SP	J.C. STEVEN PEMBROKE PARK - SPECIAL PERMIT @ 5301 SW 25 CT	\$97.00	\$3,695.00	(\$3,598.00)	BILLING CURRENT - UNTIL 10/25/19
6	048600SPEX	J.C. STEVEN PEMBROKE PARK - SPECIAL EXCEPTION @ 5301 SW 25 CT	\$0.00	\$1,600.00	(\$1,600.00)	BILLING CURRENT - UNTIL 10/25/19
7	051259S	SKLARCHITECTURE - SITE @ 4200 W HALL BCH BLVD	\$9,597.50	\$7,500.00	\$2,097.50	BILLING CURRENT - UNTIL 10/25/19
8	054621S	COCA COLA BEV. FL LLC - SITE @3350 PEMB RD	\$5,792.50	\$7,500.00	(\$1,707.50)	BILLING CURRENT - UNTIL 10/25/19
9	064250S	4400 W HALL LLC - SITE @ 4400 W HALL BCH BLVD	\$0.00	\$5,865.00	(\$5,865.00)	BILLING COMPLETE- PROJECT CLOSED BALANCE TRANSFERRED TO ACCOUNT # 024170S
10	085302S	TRINITY BROADCASTING(LAKESIDE EST)-MINOR SITE @3262 PEMB RD	\$871.30	\$871.30	\$0.00	BILLING CURRENT - UNTIL 10/25/19
11	101700S	O'REILLY AUTO STORES-SITE @ 4700 W HALL BCH BLVD	\$1,912.50	\$5,382.50	(\$3,470.00)	BILLING CURRENT - UNTIL 10/25/19
12	110874MRF	PROGRESSIVE WASTE SOLUTION (Non-Conf Use -Material Recovery Facility) @ 1899 SW 31 AVE	\$8,859.73	\$8,859.73	\$0.00	Recv'd after legal sent notification - BILLING CURRENT - UNTIL 10/25/19
13	112350S3	RACETRAC PETROLEUM INC - SITE @ 3031 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
14	112351S	RACETRAC PETROLEUM INC - SITE @ 3996 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
15	112403EXA	POLO CLUB - APP FOR EXT HOURS LICENSE @ 5590 W HALL BCH BLVD	\$16.75	\$837.50	\$854.25	*BILLED IN FY16/17-BAL PAST DUE AS OF 9/30/17 Partial payment made on 10/4/18-Bal as of 9/21/19
16	122605S	MIAMI CITY STORAGE (CUBESMART)/ STORAGE AND MORE LLC - SITE @ 1771 S PARK RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
17	126595S	3441 HALLANDALE LLC-SITE @ 3441 W HALL BCH BLVD	\$1,402.50	\$7,500.00	(\$6,097.50)	BILLING CURRENT - UNTIL 10/25/19
18	126870PK	TERZANI USA INC - PARKING REDUCTION @ 2501 SW 56 AVE	\$0.00	\$817.50	(\$817.50)	BILLING COMPLETE
19	126945S	TOWERCOM VIII, LLC - SITE @ 3400 SW 20 STREET	\$7,360.00	\$2,583.75	\$4,776.25	BILLING CURRENT - UNTIL 10/25/19
20	133707PK	SENECA COMM CTR (DCT/CE LLC)- PARKING REDUCTION @ 3799 W HALL BCH BLVD	\$3,217.50	\$3,217.50	\$0.00	BILLING CURRENT - UNTIL 10/25/19
21	133707S	SENECA COMM CTR - SITE@ 3799 W HALL BCH BLVD	\$0.00	\$3,152.50	(\$3,152.50)	BILLING CURRENT - UNTIL 10/25/19
22	133707S2	SENECA COMM CTR (DCT/CE LLC)- SITE ADDITION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
23	133708F2-2	SENECA COMM CTR (PEMB IND)- FILL @ 3201 W HALL BCH BLVD	\$142.50	\$0.00	\$142.50	BILLING CURRENT - UNTIL 10/25/19
24	133720S	EAST COAST INVEST (Seneca Town Ctr)- SITE & PK REDUCTION @ 3195 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	NON ACTIVE ACCT - BILLING CURRENT 10/25/19
25	133730PK	WHEAT CAPITAL MGMT - PKING WAIVER @ 2801 - 2805 J P LYONS LN	\$0.00	\$0.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
26	133730S*	WHEAT CAPITAL -SITE @ 2801 - 2805 J P LYONS LN	\$337.50	\$1,752.50	(\$1,415.00)	BILLING CURRENT - UNTIL 10/25/19
27	SIGN VARIANCES					
28	037105SV1	CHECKERS - EAST ELEVATION @ 400 W HBB	\$0.00	\$350.00	(\$350.00)	BILLING COMPLETE - 1/10/18
29	037105SV2	CHECKERS - NORTH ELEVATION @ 400 W HBB	\$0.00	\$350.00	(\$350.00)	BILLING COMPLETE - 1/10/18
30	054850SV*	3180 PEMB LLC (MOIL-2) @ 3180 W HALL BCH BLVD	\$200.00	\$700.00	(\$500.00)	BILLING CURRENT - UNTIL 10/25/19
31	085302SV	TRINITY BROADCASTING -SIGN VAR @3300 PEMB RD	\$250.00	\$500.00	(\$250.00)	BILLING COMPLETE - 12/10/18
32	094500SV	MITECH TECHNOLOGY - @2520 SW 30 AVE	\$0.00	\$100.00	(\$100.00)	BILLING COMPLETE - 8/15/18
33	106706SV	PEOPLES PAWN - SIGN VARIANCE @ 2910 SW 30 AVE	\$450.00	\$700.00	(\$250.00)	BILLING COMPLETE - 12/10/18
34	107080SV	TOP KITCHEN - @ 2500 SW 30 AVE	\$250.00	\$500.00	(\$250.00)	BILLING COMPLETE - 10/01/17
35	103006SV*	3180 PEMB LLC (MOIL) @ 3151 W HALL BCH BLVD	\$850.00	\$850.00	\$0.00	BILLING CURRENT - UNTIL 10/25/19
36	121859SV	SPICE OF LIFE - @ 2940 SW 30 AVE, 2	\$0.00	\$200.00	(\$200.00)	BILLING COMPLETE - 10/31/17
37	110137SV2	WPLG, INC (CHANNEL 10) - @ 3401 W HBB	\$160.00	\$500.00	(\$340.00)	FY17/18 Services billed 4/23/18- Project complete

As of 10/22/2019

File Name: BTR - Billing Report 10-21-19 for Nov 2019, By: MRG

BILLING AND COLLECTIONS FOR 2018-2019
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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38	112350SV	RACETRAC #491 -@ 3031 W HALL BCH BLVD	\$0.00	\$150.00	(\$150.00)	BILLING COMPLETE - 8/15/18	X
39	126870SV	TERZANI USA INC - @ 2501 SW 56 AVE	\$0.00	\$250.00	(250.00)	BILLING COMPLETE - 8/15/18	X
40	130755SV	VALUE STORE IT @ 2801-2805 J P LYONS LN	\$200.00	\$700.00	(500.00)	BILLING CURRENT - UNTIL 10/25/19	
41	TOTAL REIMBURSABLE EXPENSES-LINES 2-40		\$42,815.20	\$73,137.28			
42	*CORRECTION ON ACCOUNT BILLING						
43	ANNUAL RENEWAL BILLING		Billed FY 18/19	Amt Collected	Pending	OOB/ADJUSTMENT	%
44	OL	BTR	\$136,936.60	\$124,576.10	\$3,072.50	2.2% OUTSTANDING ACCTS	\$9,288.00 6.8%
45	CU	CERTIFICATE OF USE	\$31,482.00	\$27,387.00	\$1,312.50	4.2% OUTSTANDING ACCTS	\$2,782.50 8.8%
46	SF**	SIGNS	\$56,392.00	\$56,127.00	\$140.00	0.2% OUTSTANDING ACCTS	\$125.00 0.2%
47	AL	ALARM REGISTRATION	\$3,240.00	\$2,810.00	\$80.00	2.5% OUTSTANDING ACCTS	\$350.00 10.8%
48	BIF	BLDG DEPT INSP - NEW/RE-INSP	\$50.00	\$50.00	\$0.00	0.0% OUTSTANDING ACCTS	\$0.00 0.0%
49	FB	FIRE INSPECTION FEES-NEW BTR	\$200.00	\$200.00	\$0.00	0.0% OUTSTANDING ACCTS	\$0.00 0.0%
50	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$200.00	\$200.00	\$0.00	0.0% OUTSTANDING ACCTS	\$0.00 0.0%
51	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$75,006.06	\$69,082.00	\$1,059.06	1.4% OUTSTANDING ACCTS	\$4,865.00 6.5%
52	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$15,000 and Scarletts \$15,000						
53	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 44-51		\$303,506.66	\$280,432.10	\$5,664.06	1.9% OUTSTANDING ACCTS	\$17,410.50 5.7%
54							
55	NEW ACCTS		Billed FY 18/19	Amt Collected	Projected billing (10% OF BILLING FY 18/19)	AMT PENDING	
56	LC / OL >6/25	BTR	\$9,863.13	\$8,918.13	\$13,693.66	72.0% Project Amount Reached	\$945.00
57	CCU/CU >6/25	CERTIFICATE OF USE	\$525.00	\$472.50	--		\$52.50
58	SF	SIGNS	\$0.00	\$0.00	--		
59	CAL/AL>6/25	ALARM REGISTRATION	\$945.00	\$875.00	\$324.00	Project Amount Reached	\$70.00
60	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$3,700.00	\$3,600.00	--	Total as of 10/18/19	\$100.00
61	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$13,850.00	\$13,430.00	--	Total as of 10/18/19	\$420.00
62	AN	FIRE INSP FEES- ANNUAL BTR (FY 17/18, FY 18/19)	\$2,157.00	\$2,097.00	--	Billing for 6/25/18-6/22/19	\$60.00
63	TOTAL NEW ACCT BILLING - LINES 56-62		\$31,040.13	\$29,392.63		Billing/Collection for 6/25/18-10/18/19	\$1,647.50
64							
65	ANNUAL RENEWAL BILLING - FISCAL YEAR 2019/2020		Billed FY 19/20	Amt Collected	Pending	(Collection Period 6/24/19-10/18/19)	OOB/ADJUSTMENT %
66	OL	BTR	\$133,295.85	\$116,759.70	\$11,869.90	8.9% OUTSTANDING ACCTS	\$4,666.25 3.5%
67	CU	CERTIFICATE OF USE	\$30,537.00	\$24,495.00	\$5,202.00	17.0% OUTSTANDING ACCTS	\$840.00 2.8%
68	SF**	SIGNS	\$61,157.00	\$60,237.00	\$860.00	1.4% OUTSTANDING ACCTS	\$60.00 0.1%
69	AL	ALARM REGISTRATION	\$3,090.00	\$2,540.00	\$440.00	14.2% OUTSTANDING ACCTS	\$110.00 3.6%
70	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$70.00	\$40.00	\$30.00	42.9% OUTSTANDING ACCTS	\$0.00 0.0%
71	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$51,364.00	\$41,787.00	\$7,912.00	15.4% OUTSTANDING ACCTS	\$1,665.00 3.2%
72	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarletts \$15,000						
73	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 66-71		\$279,513.85	\$245,858.70	\$26,313.90	9.4% OUTSTANDING ACCTS	\$7,341.25 2.6%
74							
75	NEW ACCTS - FISCAL YR 2019/2020		Billed FY 19/20	Amt Collected	Projected billing (10% OF BILLING FY 19/20)	AMT PENDING	
76	LC / OL >6/24	BTR	\$4,785.50	\$4,103.00	\$13,329.59	35.9% Project Amount Reached	\$682.50
77	CCU/CU >6/24	CERTIFICATE OF USE	\$630.00	\$525.00	--		\$105.00
78	SF	SIGNS	\$0.00	\$0.00	--		
79	CAL/AL>6/24	ALARM REGISTRATION	\$600.00	\$325.00	\$3,053.70	19.6% Project Amount Reached	\$275.00
80	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$150.00	\$150.00	--	Total as of 10/18/19	\$0.00
81	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$600.00	\$600.00	--	Total as of 10/18/19	\$0.00
82	AN	FIRE INSP FEES- ANNUAL BTR (FY 18/19, FY 19/20)	\$360.00	\$360.00	--	Billing for 6/24/19-10/18/19	\$0.00
83	TOTAL NEW ACCT BILLING - LINES 76-82		\$7,125.50	\$6,063.00		Billing/Collection for 6/24/19-10/18/19	\$1,062.50
84							
85	ASSESSMENT IN LIEU OF PROPERTY TAXES		Billed FY 18/19	Amt Collected	Amt Pending		
86	074520B	IGLESIA CHURCH / 4350 PS, LLC	\$10,035.17	\$10,035.17	0.00	Payment Recv'd thru legal and processed 6-27-19	X
87	083950B	KOINONIA	\$35,543.09	\$35,543.09	0.00	BILLING COMPLETE -NEXT BILL 10/25/19	X
88	105800B	PEMBROKE PK CHURCH OF CHRIST**	\$15,946.54	\$0.00	15,946.54	**\$63,803.22 Past due 9/30/18-Current bill-Past Due 3/2019	
89	TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 86-88		\$61,524.80				
90							
91	OTHER COLLECTABLE FEES		Billed FY 18/19	Amt Collected	Amt Pending		
92	BUS BENCHES ADV. - GOLD COAST		\$4,250.00	\$4,250.00	0.00	BILLING COMPLETE -NEXT BILL 12/1/19	X
93	BUS SHELTER ADV - CLEAR CHANNEL(FY 17/18,FY 19/20)		\$5,670.00	\$2,100.00	3,570.00	**\$3570.00 Past Due 9-30-18 for Prior FY 17/18	
94	108306EXS	CORP DONATION - SCARLETT'S/JW LEE	\$12,000.00	\$12,000.00	0.00	MTHLY @ \$1000 - NEXT BILL 10/2019	X

As of 10/22/2019

File Name: BTR - Billing Report 10-21-19 for Nov 2019, By: MRG

BILLING AND COLLECTIONS FOR 2018-2019
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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95		FDOT-LIGHTING MAINTENANCE	\$22,064.00	\$22,064.00	0.00	BILLING COMPLETE -NEXT BILL 5/2020	X
96	065100	FPL FIBERNET- RIGHT OF WAY	\$2,000.00	\$2,000.00	0.00	BILLING COMPLETE -NEXT BILL 12/1/19	X
97	112403EX	POLO CLUB - EXTENDED HRS LICENSE	\$19,000.00	\$0.00	19,000.00	**BAL PAST DUE-(Three years) plus billing FY19/20 Partial payment toward FY 16/17 - made on 4-13-17	
98	108306EX	SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	0.00	Billing complete-Next Yr Fy19/20 due 10/2019- (\$5,000)	X
99	118907R	SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$609.25	\$609.25	0.00	BILLING COMPLETE -NEXT BILL 12/1/19	X
100		MAC'S TOWING	\$10,000.00	\$10,000.00	0.00	Billing complete (pymt recvd 8/28/19) Next bill 9/1/20	X
101	FROM DEPTS					OOB/ADJUSTMENTS	
102	PUBLIC WKS	FALSE ALARM BILLING	\$6,025.00	\$5,250.00	\$775.00	Total as of 9/30/19	
103	CODE ENF	PERMANENT RV FEES - estimate billing \$2,600	\$2,500.00	\$2,475.00	\$25.00	Total as of 9/30/19	
104	TOTAL BILLED OTHER COLLECTABLES-LINES 92-103		\$89,118.25	\$65,748.25			
105	PROJECT		Working with Code to Collect Outstanding Renewals - 30 accounts from Fiscal Year 2018-2019 AS OF 10/18/19				

AGENDA ITEM REPORT



To: Town Commission
Subject: RESOLUTION: Accepting the Unity of Title from Excelente, LLC
Meeting: Workshop Meeting - 06 Nov 2019
Department: Planning and Zoning
Staff Contact: Town Attorney

BACKGROUND INFORMATION:

Excelente, LLC, has applied to the Town for development approvals to construct a one story commercial building on real property it owns within the Town (4250 West Hallandale Beach Boulevard). The Town requires that Excelente, LLC execute a Unity of Title document restricting the conveyance of the parcels of the real property subject to the development approval application as a condition of the development approval.

FINANCIAL IMPACT:

n/a

POLICY IMPLICATIONS:

n/a

RECOMMENDATION:

Accept the Unity of Title from Excelente, LLC by Resolution of the Town Commission

ALTERNATIVES:

n/a

AGENDA ITEM REPORT



To: Todd Larson
Subject: Floodplain Ordinance Updates
Meeting: Workshop Meeting - 06 Nov 2019
Department: Public Works
Staff Contact: Miguel Nunez, Building Director

BACKGROUND INFORMATION:

The floodplain ordinance was updated a couple of years ago to meet the new rules for the National Flood Insurance Program. The Town used the Broward County Template to do the updates. There was an unintentional hardship placed on Mobile Homes that are not in the special flood hazard area. Mobile homes within the flood hazard area only need to be 18 inches above the crown of the road and above the base flood elevation. Those outside of the flood area are required to be 36 inches above grade or 4 foot above grade to the floor. Staff feels that this is excessive. We are recommending that the Town us 20 inches which is allowable by state and federal rules.

FINANCIAL IMPACT:

Saves Cost to Mobile home owners who replace their homes, no cost to town.

POLICY IMPLICATIONS:

The policy would meet the requirements of the National Flood Insurance Program while minimizing the height (number of stairs) required to enter the mobile homes.

RECOMMENDATION:

Update the Floodplain Ordinance

ALTERNATIVES:

No action: Leave the current code, this would require all new homes to be approximately 4 feet above grade. This would give greater flood protection, but inconvenience mobile home owners.

ATTACHMENTS:

[MEMORANDUM NO.19-007](#)
[Memo 19-012](#)



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

MEMORANDUM NO.: 19-007

DATE: July 29, 2019
TO: Todd V. Larson, Public Services Director
FROM: Miguel A. Núñez, Building Official / Floodplain Administrator
RE: **PROPOSED CHANGES TO THE FLOODPLAIN ORDINANCE**

At this time, I would like to propose a change to the Town's Floodplain Ordinances, specifically to the sections outlined below:

Section 10-75 "Definitions" – Addition of the "Crown of Road" definition (see exhibit "A").

Section 10-80 "Design of construction of buildings, structures and facilities exempt from the Florida building Code" – Addition of sub-section B and C, to "Buildings and structures located, in whole or in part, in a flood hazard area:" (see exhibit "B").

It's the opinion of the Building Official / Floodplain Administrator that these code additions, will help clarify and set the minimum elevation requirements and generating a higher standard to any proposed, substantial damage and substantial improvements buildings and structures. Thus, the Town may benefit to a higher compliance to the National Flood Insurance Program Community Rating System (CRS).

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

Respectfully submitted.

Cc: File.

EXHIBIT "A"

ARTICLE II. - DEFINITIONS

Sec. 10-75. - Definitions and scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section:

Alteration of a watercourse - A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal- A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

ASCE 24 - A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood - A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation - The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement - The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Crown of Road - The elevation of the highest surface of existing street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD) or North America Vertical Datum (NAVD) or otherwise approved by the Town Public Works Director.

Design flood - The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (a) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation - The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment - The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure - Any buildings and structures for which the "start of construction" commenced before May 1, 1979. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 1, 1979.

Expansion to an existing manufactured home park or subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) - The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding - A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materialism - Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area - The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(b) The area designated as a flood hazard area on the community's flood hazard map; or otherwise legally designated.

Flood Insurance Rate Map (FIRM) - The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS) - The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 1612.2.)

EXHIBIT “B”

ARTICLE III. - FLOOD RESISTANT DEVELOPMENT

DIVISION 1. - BUILDINGS AND STRUCTURES

Sec. 10-80. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

- A. Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to [Section 10-31](#) of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Article III, Division 7 of this ordinance.
- B. *Buildings and structures located, in whole or in part, in a flood hazard area:*
- a) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building Section 3109* and *Section 1612* or *Florida Building Code, Residential Section R322*.
 - b) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of the Floodplain Regulations and ASCE 24.
 - c) *Specific methods of construction and requirements.* Pursuant to Broward County Administrative Provisions for the *Florida Building Code*, the following specific methods of construction and requirements apply in all areas of the city:
- C. Minimum elevation (regardless of the area).
- a) Residential buildings. New construction and substantial improvement of residential buildings shall have the lowest floor, including basement, elevated to or above the base flood elevation, plus one foot or at least 18 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.
 - b) Nonresidential buildings. New construction and substantial improvement of nonresidential buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the elevation required in the *Florida Building Code, Building* or at least six inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

- c) Critical facilities buildings. New construction and substantial improvement of critical facilities buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the base flood elevation plus two feet, or the 500-year flood elevation, or at least 24 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

Sec. 10-81. - Specific methods of construction and requirements.

Pursuant to Broward County Administrative Provisions for the Florida Building Code, the following specific methods of construction, requirements, and limitations apply to enclosed areas below elevated buildings in special flood hazard areas:

- a) Access shall be the minimum necessary to allow for only parking of vehicles (garage door), limited storage of maintenance equipment in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
- b) The interior portion shall not be temperature controlled, partitioned, or finished into separate rooms.

Floodplain Administrator - The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval - An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway - The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis - An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code - The family of codes adopted by the Florida Building commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure - Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) **Letter of Map Amendment (LOMA)**: An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) **Letter of Map Revision (LOMR)**: A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) **Letter of Map Revision Based on Fill (LOMR-F)**: A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck - As defined in 40 C.P.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

Lowest floor - The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home - A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (1100) square feet, and which is built on a permanent, integral chassis and is designed for use without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0J01, F.A.C.]

Manufactured home park or subdivision - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value - The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction - For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after May 1, 1979 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 1, 1979.

Park trailer - A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in Section 320.01, Florida Statutes]

Recreational vehicle - A vehicle, including a park trailer, which is: (see Section 320.01, Florida Statutes)

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area - An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, V I-V30, VE or V. [Also defined in 1.13C, B Section 1612.2.]

Start of construction - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.1]

Substantial damage - Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement - Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section 1612.2.)

(a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance - A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse - A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.



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

MEMORANDUM NO.: 19-012

DATE: October 20, 2019
TO: Todd V. Larson, Public Services Director
FROM: Miguel A. Núñez, Building Official / Floodplain Administrator
RE: **PROPOSED CHANGES TO THE FLOODPLAIN ORDINANCE**

At this time, I would like to propose a change to the Town's Floodplain Ordinances, specifically to the sections outlined below:

Section 10-99 "General elevation requirement" – Addition to the bottom or frame requirement at Mobile Homes (see exhibit "A").

Section 10-100 "Elevation requirement for certain existing manufactured home parks and subdivisions." – Synchronizing the Town ordinance with the Florida Building Code (FBC), by adding the ASCE-24 at sub-section "a"; also, by reducing the minimum clear area from bottom of pier to grade in sub-section "b" at all Special Flood Hazard Areas (SFHA) and adding an exemption for moderate to low (B, C, and X) areas.

It's the opinion of the Building Official / Floodplain Administrator that these code clarifications, additions and exemption, will help clarify the minimum elevation requirements to any proposed, substantial damage and substantial improvements to Manufactured Homes. Thus, the Town may benefit to a higher compliance to the National Flood Insurance Program Community Rating System (CRS) and the Florida Building Code.

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

Respectfully submitted.

Cc: Agatha Muse-Salters, Town Manager
File.

z:\topp-man\memos\19-012.docx

EXHIBIT "A"

Sec. 10-99. - General elevation requirement.

Unless subject to the requirements of Section 10-100 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322-2, **or the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade, whichever is greater.**

Sec. 10-100. - Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to Section 10-99 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on site, located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322-2 **(all SFHA); ASCE-24**; or

(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than ~~36~~ **20** inches in height above grade, **whichever is greater.**

(c) In Flood hazard Areas (B, C and X) the Bbottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than ~~36~~ **20** inches in height above grade, **whichever is greater.**

AGENDA ITEM REPORT



To: Todd Larson
Subject: Floodplain Ordinance Updates
Meeting: Workshop Meeting - 06 Nov 2019
Department: Public Works
Staff Contact: Miguel Nunez, Building Director

BACKGROUND INFORMATION:

The floodplain ordinance was updated a couple of years ago to meet the new rules for the National Flood Insurance Program. The Town used the Broward County Template to do the updates. There was an unintentional hardship placed on Mobile Homes that are not in the special flood hazard area. Mobile homes within the flood hazard area only need to be 18 inches above the crown of the road and above the base flood elevation. Those outside of the flood area are required to be 36 inches above grade or 4 foot above grade to the floor. Staff feels that this is excessive. We are recommending that the Town us 20 inches which is allowable by state and federal rules.

FINANCIAL IMPACT:

Saves Cost to Mobile home owners who replace their homes, no cost to town.

POLICY IMPLICATIONS:

The policy would meet the requirements of the National Flood Insurance Program while minimizing the height (number of stairs) required to enter the mobile homes.

RECOMMENDATION:

Update the Floodplain Ordinance

ALTERNATIVES:

No action: Leave the current code, this would require all new homes to be approximately 4 feet above grade. This would give greater flood protection, but inconvenience mobile home owners.

ATTACHMENTS:

[MEMORANDUM NO.19-007](#)
[Memo 19-012](#)

Town of Pembroke Park

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



SALES RECEIPT

BUILDING
DEPARTMENT

10-16-19 → 10 Structural Failed Inspections
Done By CAP Services

1 or 2 inspection was Justified to B Failed

~~But Not All:~~

the other inspections could have been
failed without penalty

3900 SW 52 Ave #801 - Residential Alteration

A Genda

Town of Pembroke Park

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

**SALES RECEIPT****BUILDING
DEPARTMENT****Town of Pembroke Park**

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To **RAMCHAN GOOLCHARRAN**

1840 SW 126 AVE
MIRAMAR, FL 33027
Phone 7862365015

Transaction #	Payment Method	Amount	Sale Date
20640	Manual Credit Card Entry	\$969.85	10/23/2019 1:53:03 PM

Date Applied	Application #	Qty	Item	Total
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	1.00	Re Inspection Fee	\$75.00
10/23/2019	AP-82770	2000.00	Residential Building Permit Fee	\$95.00
10/23/2019	AP-82770	2000.00	Board of Rules & Appeals Fee	\$2.00
10/23/2019	AP-82770	2000.00	Educational Fee	\$0.60
10/23/2019	AP-82770	95.00	Government Fees FL DBPR Surcharge	\$2.00
10/23/2019	AP-82770	95.00	Government Fees FL DCA Surcharge	\$2.00
10/23/2019	AP-82770	2.00	Residential Plan Review and / or Revision Fee	\$90.00
10/23/2019	AP-82770	28.25	Technology Convenience Fee	\$28.25
Total				\$969.85

Refund
request
for
\$675.00

Process #

Find

Clear

Options					
3900 SW 52 AVE, UNIT # 801					
Status: Permit Issued Job Type: Residential Alteration - STRUCTURAL Master Process # 82770 Permit # 177050-0 Permit Warnings /					
Applications					
Requirements					
Fees					
Notes					
Plan Reviews					
+ New Inspection X Delete Inspection Save Inspection Close Inspection Configure Inspection Export To Excel					
Inspections					
Print Inspections					
Display Inspections					
Linked Permits					
Laserfiche					
Permits					
Event ID	Inspection Date	Inspection	Assigned To	Status	
View 57719	12/05/2017	(STRU) - Information	Lucie Manzerolle	Pass	
View 58647	01/16/2018	(PLUB) - Top Out	Alan R Corriveau	Pass	
View 61225	02/12/2018	(ELEC) - Electrical Rough	Don W Jhonson	Pass	
View 66410	05/21/2018	(MECH) - Rough Duct Insulation	John Besu	Fail	
View 66458	05/24/2018	(MECH) - Rough Duct Insulation	John Besu	Pass	
View 66551	05/29/2018	(MECH) - Bathroom Ventillation Rough	John Besu	Pass	
View 66552	05/29/2018	(MECH) - Dryer Vent	John Besu	Pass	
View 66553	05/29/2018	(MECH) - Mechanical Piping	John Besu	Pass	
View 66638	06/01/2018	(STRU) - Framing - Exterior / Interior Ceiling Lt Gauge Met	Otto Letzelter	Pass Partial	
View 66639	06/01/2018	(STRU) - Framing - Interior Partitions/ Furring Channels	Otto Letzelter	Pass Partial	
View 67414	07/06/2018	(STRU) - Framing - Interior Partitions/ Furring Channels	phillip sauer	Pass	
View 68452	08/22/2018	(STRU) - Insulation Wall Thermal / Sound	phillip sauer	Pass	
View 68588	08/29/2018	(STRU) - Drywall Screw Wall / Ceiling	phillip sauer	Pass	
View 68739	08/31/2018	(STRU) - Information	phillip sauer	Fail	
View 76124	04/16/2019	(STRU) - Information	Lucie Manzerolle	Pass	
View 77083	07/03/2019	(STRU) - Window Installation	Miguel A Nunez	Fail	
View 78733	08/27/2019	(ELEC) - Electric Service	Don W Jhonson	Fail Without Penalty	
View 78847	08/29/2019	(PLUB) - Back Flow	Juan Gonzalez	Pass	
View 78848	08/29/2019	(PLUB) - Final Plumbing	Juan Gonzalez	Pass	
View 78995	09/05/2019	(ELEC) - Electric Service	Don W Jhonson	Pass	
View 79047	09/09/2019	(MECH) - Condensate Drain	John Besu	Pass	
View 79048	09/09/2019	(MECH) - Final Mechanical	John Besu	Pass	
View 79502	09/24/2019	(ELEC) - Final Electrical	Don W Jhonson	Pass	
View 79503	09/25/2019	(STRU) - Window Installation	David M Greenbaum	Fail	
View 79821	10/07/2019	(STRU) - Window Installation	David M Greenbaum	Pass Partial	
View 79893	10/09/2019	(STRU) - Window Installation	David M Greenbaum	Pass	
View 80017	10/16/2019	(STRU) - Accordion Shutter Final	David M Greenbaum	Pass	
View 80018	10/16/2019	(STRU) - Doors Ext/Int	David M Greenbaum	Fail	

<https://fl-pembrokepark.inkforce.net/BPT/BPTAuthorized/admins/viewpermits.aspx?sac=...> 10/23/2019

Inspections
ID#80019-80027
could not be
verified- so
inspection failed,
the resident feels
the inspector could
have been a bit
lenient and marked
failed without
penalty.
The fees were paid
but customer is
requesting a refund.

☐		View	80019	10/16/2019	(STRU) - Exterior Sheathing - Plywood/Gypsum	David M Greenbaum	Fail
☐		View	80020	10/16/2019	(STRU) - Exterior Wall / Ceiling Water Barrier / Wire Lath	David M Greenbaum	Fail
☐		View	80021	10/16/2019	(STRU) - Final Termite Treatment Certification	David M Greenbaum	Fail
☐		View	80022	10/16/2019	(STRU) - Firestop-Wall Penetrations/ Joints	David M Greenbaum	Fail
☐		View	80023	10/16/2019	(STRU) - Firestopping-Floor Penetrations/ Joints	David M Greenbaum	Fail
☐		View	80024	10/16/2019	(STRU) - Framing - Exterior / Interior Ceiling Lt Gauge Met	David M Greenbaum	Fail
☐		View	80025	10/16/2019	(STRU) - Framing - Floor Wood/Lt Gauge Steel	David M Greenbaum	Fail
☐		View	80026	10/16/2019	(STRU) - Framing Exterior Wall Wood/Steel	David M Greenbaum	Fail
☐		View	80027	10/16/2019	(STRU) - Insulation-Ceiling Thermal/Sound	David M Greenbaum	Fail



R203 Permit Messages For Permit (177050-0)

Event ID	Inspection	Inspection Date	Status
Structural Inspection			
80017	Accordion Shutter Final	10/16/2019	Pass
80018	Doors Ext/Int	10/16/2019	Fail
	Door installed does not indicate a match for approved NOA		
80327	Doors Ext/Int	10/25/2019	Pending Inspection
68588	Drywall Screw Wall / Ceiling	8/29/2018	Pass
80019	Exterior Sheathing - Plywood/Gypsum	10/16/2019	Fail
	CANNOT VERIFY- WORK COVERED		
80328	Exterior Sheathing - Plywood/Gypsum	10/25/2019	Pending Inspection
80020	Exterior Wall / Ceiling Water Barrier / Wire Lath	10/16/2019	Fail
	CANNOT VERIFY- WORK COVERED		
80329	Exterior Wall / Ceiling Water Barrier / Wire Lath	10/25/2019	Pending Inspection
80330	Final Building Inspection	10/25/2019	Pending Inspection
80021	Final Termite Treatment Certification	10/16/2019	Fail
	CANNOT VERIFY document not presented at time of request		
80022	Firestop-Wall Penetrations/ Joints	10/16/2019	Fail
	CANNOT VERIFY- WORK COVERED		
80331	Firestop-Wall Penetrations/ Joints	10/25/2019	Pending Inspection

Print on 10/24/2019 9:34:35 AM

1 of 4

80023	Firestopping-Floor Penetrations/ Joints	10/16/2019	Fail
CANNOT VERIFY- WORK COVERED			

80332	Firestopping-Floor Penetrations/ Joints	10/25/2019	Pending Inspection
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66638	Framing - Exterior / Interior Ceiling Lt Gauge Met	6/1/2018	Pass Partial
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80024	Framing - Exterior / Interior Ceiling Lt Gauge Met	10/16/2019	Fail
CANNOT VERIFY- WORK COVERED			

80333	Framing - Exterior / Interior Ceiling Lt Gauge Met	10/25/2019	Pending Inspection
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80025	Framing - Floor Wood/Lt Gauge Steel	10/16/2019	Fail
CANNOT VERIFY- WORK COVERED			

80334	Framing - Floor Wood/Lt Gauge Steel	10/25/2019	Pending Inspection
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66639	Framing - Interior Partitions/ Furring Channels	6/1/2018	Pass Partial
Correct items from inspection walk with owner and contractor			

67414	Framing - Interior Partitions/ Furring Channels	7/6/2018	Pass
Gave minimum specs for insulation on the three different installations, recommended sound blankets at bathroom walls and between the floors.			

80026	Framing Exterior Wall Wood/Steel	10/16/2019	Fail
CANNOT VERIFY- WORK COVERED			

80335	Framing Exterior Wall Wood/Steel	10/25/2019	Pending Inspection
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57719	Information	12/5/2017	Pass
EXPIRED PERMIT WAS RE-INSTATED ON 12-05-2017			

68739	Information	8/31/2018	Fail
From a field inspection it was noted the windows and doors have been replaced, addendum to this permit is required or a new window/door replacement permit is required prior to closing this permit out.			

76124	Information	4/16/2019	Pass
as per Building Official, Alan Corriveau the permit was reinstated for the 2nd time			

68452	Insulation Wall Thermal / Sound	8/22/2018	Pass
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80027	Insulation-Ceiling Thermal/Sound	10/16/2019	Fail
CANNOT VERIFY- WORK COVERED			

80336	Insulation-Ceiling Thermal/Sound	10/25/2019	Pending Inspection
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80337	Railings - Handrail/Guardrail Installation	10/25/2019	Pending Inspection
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80338	Stairs	10/25/2019	Pending Inspection
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77083	Window Installation	7/3/2019	Fail
Missing mullions at windows and product information for the installed windows FBC-BCAP 105.6.2.			

79503	Window Installation	9/25/2019	Fail
Approved NOA not onsite.			

79821	Window Installation	10/7/2019	Pass Partial
French door OK- Window NOA not onsite.			

79893	Window Installation	10/9/2019	Pass
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Plumbing Inspection

78847	Back Flow	8/29/2019	Pass
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78848	Final Plumbing	8/29/2019	Pass
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58647	Top Out	1/16/2018	Pass
top out is ok.			

Mechanical Inspection

66551	Bathroom Ventillation Rough	5/29/2018	Pass
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79047	Condensate Drain	9/9/2019	Pass
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66552	Dryer Vent	5/29/2018	Pass
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79048	Final Mechanical	9/9/2019	Pass
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66553 Mechanical Piping	5/29/2018	Pass
66410 Rough Duct Insulation	5/21/2018	Fail
No access at 11:10 am		
66458 Rough Duct Insulation	5/24/2018	Pass

Electrical Inspection

78733 Electric Service	8/27/2019	Fail Without Penalty
Per NEC 250. Provide ground rod, service grounding. Bond water pipe.		
78995 Electric Service	9/5/2019	Pass
61225 Electrical Rough	2/12/2018	Pass
rough apartment renovation. ok		
79502 Final Electrical	9/24/2019	Pass

STATUS REPORT FOR DEPARTMENT OF CODE ENFORCEMENT

For the month of 10/1/2019 - 10/31/2019

Incidents

- ❖ Complaint regarding fence damage - 4803 SW 41st Street
- ❖ Complaint regarding spraying of cars at 2401 John P. Lyons Lane
- ❖ Abandon vehicle at 3281 W. Hallandale Beach Blvd
- ❖ Signs on SW 31st Ave on Right of Way
- ❖ Issues of building maintenance at 3252 SW 52nd Ave

New Code Cases

- ❖ Case 4657 – 1730 SW 30th Ave – Overgrown Vegetation, Trash and Debris, exterior maintenance of loose/torn awning
- ❖ Case 4672 – 2757 S. Park Road – Trees cut down on property without proper permits
- ❖ Case 4673 – 3153 W. Hallandale Beach Blvd – Electrical service installed without Building permits
- ❖ Case 4684 – 5411 SW 25th CT – Trash and Debris, Overgrown vegetation
- ❖ Case 4689 – 3201 W. Hallandale Beach Blvd – New Sign installed without Building permits
- ❖ Case 4692 – 3421 SW 52nd Ave (HollyTree) – AT&T sewer line break repair without Building permits
- ❖ Case 4693 – 118 Lori Lane (Lakeshore MHP) – Propane tank installed without Building permits
- ❖ Case 4694 – 5101 SW 27th CT (Dale Village) – Shed with plumbing installed without Building permits
- ❖ Case 4695 – 3130 Pembroke Road Bay #114 – Ceiling Damage/Building maintenance repair
- ❖ Case 4696 – 4790 W. Hallandale Beach Blvd – Trash and Debris, Overgrown vegetation, Dead/Dying trees
- ❖ Case 4697 – 4100 W. Hallandale Beach Blvd – Overgrown Vegetation, Trash and Debris
- ❖ Case 4717 – 1708 SW 31st Ave – Outside storage onto Town Right Of Way
- ❖ Case 4720 – 3120 W. Hallandale Beach Blvd Lot 819 (Holiday MHP) – New Shed, Sliding glass doors, Vinyl siding, A/C mini split installed without Building permits
- ❖ Case 4721 – 211 W. Lake Drive (Pembroke Park Lakes) – Repair of Carport and ceiling without Building Permits
- ❖ Case 4724 – 3250 Pembroke Road – New Signs installed without Building permits
- ❖ Case 4725 – 2727 S. Park Road – New assembly machine installed without Building permit; (5) portable storage units and RV on property is prohibited
- ❖ Case 4734 – 2099 S. Park Road – outside storage in back of property prohibited, Exterior maintenance of building needs to be painted
- ❖ Case 4735 – 4800 W. Hallandale Beach Blvd – Overgrown vegetation

- ❖ Case 4736 – 2520 John P Lyons Lane – Trash and Debris, Overgrown vegetation
- ❖ Case 4739 – 53 W. Lake Drive (Pembroke Park Lakes) – New A/C change out without Building Permits

On Going Cases

- ❖ Case 4630 – 3000 W. Hallandale Beach Blvd. – overloaded dumpster; portable storage unit; overgrown vegetation; building repair; window signs.
- ❖ Case 4632 – 3804 SW 52nd Ave (Forest Park Villas) – New addition to home without building permits
- ❖ Case 4633 – W. Hallandale Beach Blvd (vacant lot) – overgrown vegetation
- ❖ Case 4634 – 147 Janis Blvd (Lakeshore Mobile Home Park) – Renovation/Alteration to mobile home without building permits
- ❖ Case 4635 – 135 Steven Street (Lakeshore Mobile Home Park) – illegal discharge of drainage; trash and debris; addition to mobile home without building permits
- ❖ Case 4638 – 4790 W. Hallandale Beach Blvd (O'Reilly) – overgrown vegetation
- ❖ Case 4640 – 3107 W. Hallandale Beach Blvd – No Business Tax Receipt
- ❖ Case 4641 – 3121 W. Hallandale Beach Blvd – No Business Tax Receipt
- ❖ Case 4642 – 2401 J. P. Lyons Lane bay F24-26 – No Business Tax Receipt
- ❖ Case 4643 - 2401 J. P. Lyons Lane bay A21-22 – No Business Tax Receipt
- ❖ Case 4644 - 2401 J. P. Lyons Lane bay B9-10 – No Business Tax Receipt
- ❖ Case 4645 - 2401 J. P. Lyons Lane bay B25-26 – No Business Tax Receipt
- ❖ Case 4646 – 3680 W. Hallandale Beach Blvd – Portable storage unit
- ❖ Case 4648 – 3281 W. Hallandale Beach Blvd – Dead branches;
- ❖ Case 4656 – 3900 SW 52nd Ave (Glenwood Cort) – New Roof work without building permit

Closed Cases

- ❖ Case 4647 – SW 20th Street (Kelsey Group) – Overgrown vegetation
- ❖ Case 4625 – 2641 S Park Road – interior structure/racking built without Building permits.
- ❖ Case 4735 – 4800 W. Hallandale Beach Blvd – Overgrown vegetation

Around the office

Code Board

- ❖ Code Board Meeting was scheduled for October 24th 2019.
- ❖ Gold Coast Association of Code Enforcement meeting scheduled for October 30, 2019

Training

- ❖ None

AGENDA ITEM REPORT



To:

Subject: Software Upgrade for FTR Gold (For The Record)

Meeting: Workshop Meeting - 06 Nov 2019

Department:

Staff Contact:

BACKGROUND INFORMATION:

The old software for the FTR gold is over 10 years old. We need to upgrade to the newer version to work with Windows 10 operating systems. This software is what we use to record the meetings for the Town.

FINANCIAL IMPACT:

\$ 3,359.00

RECOMMENDATION:

That the Town purchases the upgrade for the new software. I am recommending that the Town purchase this software from Precise Digital they have the best price

ATTACHMENTS:

[2019 Pembroke Park Quote FTR Upgrade](#)

[FTR USA NP Quote - 0Q00Z000002G0jb](#)

	Status:
Finance director, Finance & Budget Director	Approved - Oct 10 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Oct 18 2019
Agatha Muse-Salters, Town Manager	Approved - Oct 24 2019



Precise Digital

21262 South 202nd Street
Queen Creek, AZ 85142
Phone: (866) 282-5878
www.PreciseDigital.Com

QUOTE

Sales Office
Phoenix, AZ
(480) 626-8088

Prepared For	Prepared By
Town of Pembroke Park, FL 3150 S.W. 52nd Ave, Ste # 210 Pembroke Park, FL 33023	Jim Little
Quotation Date	Valid Until
10/07/2019	11/07/2019
Quote Number	Payment Terms
18331	Due On Delivery

Quantity	Part Number	Product	Description	Unit Price	Tax	Total
Software						
1	FTR-GR5661-UPG	FTR Gold Version Upgrade from 5.x to 6.x	FTR Gold Version Upgrade from 5.x to 6.x Includes Player, Annotation Suite	\$ 3,060.00	0%	\$ 3,060.00
1	SUPT-Maint1	Support - Annual Support & Maintenance	Technical support via phone and web. Annual. 5 Days (M-F) Regular Business Hours	\$ 299.00	0%	\$ 299.00

Group Subtotal	\$ 3,359.00
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Purchase By Credit Card

Card Type (Circle One) Visa Mastercard

Card Number: _____

Name on Card: _____

Expiration Date: _____ Security Code: _____

Signature: _____

Tax	\$ 0.00
Shipping	\$ 0.00
Grand Total	\$ 3,359.00

Terms and Conditions

This quote is valid for 30 days. Pricing is subject to change. All delivery, training, or consulting services are subject to the Precise Digital Standard Term and Conditions. For details about the Terms and Conditions go to <http://www.precisedigital.com/terms-and-conditions>.

Additional services to be billed at the published rates for each activity. Generally all hardware and computer components proposed are covered by a Limited One Year Warranty. Warranties cover hardware on a depot repair or exchange basis at Precise Digital's discretion or per the Manufacturers Warranty.

Minimum 15% Re-Stocking Fee for Returned Merchandise with Original Packaging.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

ORDER FORM

Order Form for: Florida - Town of Pembroke Park
Reference Number: Q-009948
Prepared for: Mark Pakula
mpakula@townofpembrokepark.com
Offer Valid For: 60 days from October 1, 2019
Proposed by: Jana Lattimore

Address Information

Bill To:

Florida - Town of Pembroke Park
3150 S.W. 52nd Ave, Ste # 210
Pembroke Florida
United States

Deliver To:

Florida - Town of Pembroke Park
3150 S.W. 52nd Ave, Ste # 210
Pembroke Florida 33023
United States

Key Terms

Order Start Date*:
Order End Date*:
Billing Frequency: Annually unless otherwise stated

Payment Method: ACH
Billing Method: Email

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

Quote Details

Software

Product	Product Code	Unit Type	Unit Price	Qty	Rooms	Total Price
FTR Gold Recording Suite 6.2	PSP00199GR600E	Per License	\$3,495.00	1.00	1.00	\$3,495.00
				Subtotal:	1.00	\$3,495.00

Support

Q-009948
1 of 3

October 1, 2019

Jana Lattimore

Page



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

ORDER FORM

Product	Product Code	Unit Type	Unit Price	Qty	Rooms	Total Price
FTR Support	PWS60699GS10ZN	Per Room Per Year	\$699.00	1.00	1.00	\$699.00
			Subtotal:	1.00		\$699.00
QUOTE TOTAL:						\$4,194.00

* If this Order Form is executed and/or returned to FTR Limited ('ForTheRecord') by Customer after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: (Customer to complete)

☐ **No**

☐ **Yes**

If Yes, please complete the following:

PO Number: _____

PO Amount: _____



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Acceptance & Confirmation

Upon signature by Customer and submission to ForTheRecord this Order Form shall become legally binding and governed by the *FTR Software License Agreement and the FTR Software Support and Maintenance Addendum (if applicable)* between ForTheRecord and the Customer, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Customer: Florida - Town of Pembroke Park

Signature: _____

Name: _____

Business Title: _____

Date: _____

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1.3 Perpetual License. If Customer purchases a perpetual license to the Software, then subject to the terms of this Agreement including the applicable Order and the timely payment of fees by Customer, FTR hereby grants to Customer a perpetual, non-exclusive, non-transferable, non-sublicensable, license solely for Customer's internal business use and in accordance with any usage limitations set forth in the Order. Customer may install the number of copies of the Software described in an Order onto the number of computing devices set forth in such Order, or if not specified in the Order, Customer may install one (1) copy of the Software onto one (1) computing device owned by the Customer. Customer may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only, which copy shall itself be considered Software for the purposes of this Agreement.

1.4 Limitations. Customer may not, and will ensure that its personnel and users of the Software do not:

- (a) distribute copies of the Software or login details to recipients not authorised to use the Software, or otherwise transfer, sub-licence, distribute or allow access to, or use of, the Software otherwise than in accordance with this Agreement;
- (b) add or upload any information or content to the Software:
 - i. unless the relevant person holds all necessary rights, licenses and consents to do so;
 - ii. that infringes the intellectual property or other rights of any person;
 - iii. that compromises the integrity of Software, or FTR's ownership in same; or
 - iv. that is inflammatory, defamatory or inappropriate in nature;
- (c) use the Software in a manner which:
 - i. abuses or materially disrupts any aspects of the Software or security systems of FTR;
 - ii. interferes with the use of the Software by FTR or other users;
 - iii. violates or facilitates the violation of the legal rights of FTR; or
 - iv. constitutes data collection or data mining activities on or in respect of the Software without FTR's prior written consent; or
- (d) otherwise use the Software in a manner that is inappropriate, unlawful or contrary to the reasonable directions of FTR.

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hours at Customer's offices and in such a manner as not to interfere unreasonably with Customer's normal activities. If any such audit should disclose any underpayment of fees, Customer shall promptly pay FTR such underpaid amount, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month during which each such amount was owed and unpaid, or the highest rate allowed by law, whichever is lower. If the amount of such underpayment exceeds five percent (5%) of amounts otherwise paid, then Customer shall also immediately reimburse FTR for FTR's reasonable expenses associated with such audit.

1.6 Intellectual property. The Software, including any customisations made to the Software by any person, is and shall remain the sole and exclusive confidential and proprietary property of FTR, subject to protection under the intellectual property laws of the United States and those throughout the world. Customer agrees not to create a derivative work of, reverse engineer, tamper with, decompile or otherwise attempt to extract the source code of the Software, any materials or deliverables derived from, made available for use with, or generated via the Software, or any part thereof, modify, use, copy, store, download, sell, reproduce, redistribute, rent, lease or lend the Software, during and after the term of this Agreement, except as expressly permitted by this Agreement. Without limiting the foregoing, copying "No Fee Software" is not permitted even though FTR does not charge for such Software; a user desiring a copy of "No Fee Software" must download the copy from FTR's website or acquire it directly from FTR through other means. Customer further agrees not to modify or create derivative works of the Software, remove any notices or markings on the Software. Nothing in this Agreement shall be construed as conferring any license under any of FTR's intellectual property rights, whether by estoppel, implication, or otherwise, except for those licenses expressly granted herein.

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1.8 Confidentiality Customer acknowledges that the source code, structure and logic of the Software is the trade secret information of FTR. Customer shall not use, publish, disclose, or otherwise divulge to any person, at any time, either during or after the term of this Agreement, or permit its officers or employees to so divulge source code, structure and logic of the Software, without the prior written consent of FTR.

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2. WARRANTY AND DISCLAIMER.

2.1 FTR warrants that for a period of ninety (90) days from the date of receipt by Customer of Software for which the Customer pays a fee ("**For Fee Software**"), the media on which such For Fee Software were delivered shall be without defects in materials or workmanship. FTR agrees to replace any defective For Fee Software media which is returned to FTR within the foregoing ninety (90) day period. For the avoidance of doubt, the foregoing warranty will not apply to any Software provided to Customer free of charge ("**No Fee Software**").

2.2 Disclaimer. THE FOREGOING WARRANTY IS THE ONLY WARRANTY GIVEN UNDER THIS AGREEMENT SUBJECT TO ANY CONTRARY TERMS AGREED BY FTR PURSUANT TO A CUSTOMER CONTRACT OR ORDER ACCEPTED PURSUANT TO CLAUSE 1.1. ALL NO FEE SOFTWARE, AND EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL FOR FEE SOFTWARE, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. TO THE EXTENT PERMITTED BY THE LAW, ALL EXPRESS, IMPLIED OR STATUTORY CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT, ARE SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FTR MAKES NO WARRANTY AS TO SUPPORT OR MAINTENANCE OF NO FEE SOFTWARE, OR AS TO COMPATIBILITY OF NO FEE SOFTWARE WITH ANY GOODS OR SERVICES OF FTR OR ANY THIRD PARTY.

3. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, IN NO EVENT SHALL FTR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR (1) ANY INJURY TO PERSON OR PROPERTY, (2) LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, (3) LOSS OF PRIVACY OR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, (4) NEGLIGENCE, OR (5) ANY PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE LIABILITY OF FTR HEREUNDER EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100), REGARDLESS OF THE CAUSE OF ACTION, IN TORT, CONTRACT OR OTHERWISE. TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED UNDER THIS AGREEMENT IN ACCORDANCE WITH ANY APPLICABLE LAWS WITH RESPECT TO CONSUMER GUARANTEES, SUCH LIABILITY WILL BE LIMITED TO (AT



THE ELECTION OF FTR) REPLACEMENT OF THE SOFTWARE, REPAIR OF THE SOFTWARE, PAYMENT OF THE COST OF REPLACING THE SOFTWARE WITH EQUIVALENT SOFTWARE, OR PAYMENT OF THE COST OF HAVING THE SOFTWARE REPAIRED BY A THIRD PARTY.

4. **TERMINATION.**

4.1 The foregoing license shall terminate immediately and without notice:

(a) for any breach of this Agreement by Customer and for any failure by Customer to pay fees when due; or

(b) upon termination or expiry of any applicable Customer Contract (subject to any transition out provisions in effect).

4.2 Upon any such termination or expiration of Customer's subscription, Customer shall immediately destroy or delete any and all Software in its possession or control and promptly confirm (and at the latest, within 5 business days) in writing to FTR that Customer has done so, and all fees payable under this Agreement will be immediately due and payable to FTR. FTR may take any steps required (in its absolute discretion) to enforce or effect termination of the license pursuant to clause 4.1(a), including by blocking Customer access to the Software. Under no circumstances will FTR be liable for any liabilities (including indirect or consequential damages) or damages suffered by Customer or any third party as a result of FTR's enforcement of this Section 4.2.

5. **REGISTRATION INFORMATION**

In connection with Customer's installation and registration of the Software, the Software reports to FTR certain information that Customer provides during the installation or registration process, as well as computer or device configuration information.

6. **GENERAL.**

6.1 If Software under this Agreement is to be installed in any location in North America or South America, then this Agreement shall be governed by the laws of the State of Colorado, without regard to conflicts of laws principles, and the state and federal courts located in Denver, Colorado, U.S.A., shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. If Software under this Agreement is to be installed in any location outside North America or South America, then this Agreement shall be governed by the laws of Queensland, Australia without regard to conflicts of laws principles, and the courts located in Brisbane, Queensland, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

6.2 Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Customer without the prior written permission of FTR. Any purported assignment without such permission shall be void. Any waiver of any rights of FTR under this Agreement must be in writing, signed by FTR, and any such waiver shall not operate as a waiver of any future breach of this Agreement. In the event any portion of this Agreement is found to be illegal or unenforceable, such portion shall be severed from this Agreement, and the remaining terms shall be separately enforced.

6.3 Customer acknowledges that the Software contains valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of this Agreement will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

6.4 Customer's performance hereunder and use of the Software shall at all times comply with all applicable laws, rules and regulations, including those governing export of technical information and data privacy, and Customer shall fully indemnify, defend and hold harmless FTR against any violation thereof. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements.

6.5 FTR is not required to provide any maintenance or support services with respect to the Software under this Agreement. Any such services may be agreed to by the parties pursuant to a separate agreement.

6.6 If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

6.7 All notices, consents and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the applicable Order, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

6.8 The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations and acknowledges that it has the responsibility to obtain authorization to export, re-export, or import the Software and related technology, as may be required.



6.8 This Agreement including all mutually agreed upon Orders, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communications whether written or oral.

PRIVACY NOTICE

Use of the Software requires the collection by FTR of some personal information and personal data, such collection being governed by FTR's privacy policy. The privacy policy is available at <https://www.fortherecord.com/privacy/> and contains information on how FTR uses the personal information it collects, and what rights individuals have in respect of their personal information collected by FTR.

SOFTWARE SUPPORT AND MAINTENANCE ADDENDUM

This Software Support and Maintenance Addendum (the "**Addendum**") is an addendum to, and hereby incorporated into, the Software License Agreement (the "**Agreement**") between FTR Ltd ("**FTR**") and the customer identified in the mutually agreed upon order form ("**Order Form**") that references this Addendum ("**you**"). In the event of any conflict between the terms of the Addendum and the terms of the Agreement, the terms of this Addendum shall govern.

1. DEFINITIONS.

Unless otherwise defined in these Addendum, capitalized terms shall have the meanings set forth in the Agreement.

- 1.1 "**Business Day**" means Monday to Friday (excluding US Federal holidays).
- 1.2 "**Customer Support Contacts**" means the contact person or group designated by you and agreed to by FTR who will coordinate all Support requests to FTR.
- 1.3 "**Designated Center**" means the computer hardware, operating system, end user specific application, courtroom or geographic location designated pursuant to an Order Form.
- 1.4 "**Documentation**" means the user guides and manuals for installation and use of the Software.
- 1.5 "**Error**" means a reproducible defect in the Supported Program or Documentation when operated on a Supported Environment which causes the Supported Program not to operate substantially in accordance with the Documentation.
- 1.6 "**Resolution**" means a modification or workaround to the Supported Program and/or Documentation and/or other information provided by FTR to you intended to resolve an Error.
- 1.7 "**Software**" means the software in object code form distributed by FTR for which you are granted a license pursuant to the Agreement, and the media, Documentation and Updates thereto.
- 1.8 "**Support**" means ongoing support provided by FTR pursuant to the terms of this Addendum.
- 1.9 "**Support Hours**" means for telephone support, 0800-17:00hrs, (-5 GMT to -8 GMT), US Mainland Time on Business Days. , Business Days
- 1.10 "**Support Period**" means the period during which you are entitled to receive Support on a particular Supported Program, which shall be a minimum period of twelve (12) months beginning from the date of purchase of Support pursuant to an Order Form, from the date FTR receives payment of Support Fees for subsequent Supported Programs, or from the expiration of the preceding Support Period.
- 1.11 "**Supported Environment**" means any hardware and operating system platform for which FTR supports for use with the Supported Program.
- 1.12 "**Supported Program**" means the current version of the Software in use at the Designated Center, for which you have executed an Order Form for Support and paid the then-current support fee ("**Support Fee**").
- 1.13 "**Update**" means a subsequent release of the Software which FTR generally makes available for Software licensees at no additional license fee (other than shipping and handling charges) and indicated by a progressing version number by a number appearing to the right of the initial decimal (e.g. update from version 1.1. to version 1.2), provided that you have executed an Order Form for Support and paid the Support Fees for such licenses for the relevant time period. For clarity, Updates do not include any new version of the Software that significantly changes the function of the program and is indicated by a progressing version number by the number appearing to the left of the initial decimal (e.g. upgrade version 1.0 to version 2.0).

2. SUPPORT AND MAINTENANCE.

2.1 **Services.** Subject to your timely payment of the applicable annual Support Fees, FTR will provide the level of Support described herein during Support Hours. No other maintenance or support for the Software is included in these Addendum. Support is delivered in English only unless you are in a location where FTR has made localized support available. Support will include the following:

- Clarification of functions and features of Supported Program(s);
- Clarification of Documentation;
- Guidance in operation of the Supported Program(s);
- Assistance in identifying and verifying the causes of suspected Errors in the Supported Program(s); and
- Advice on bypassing identified Errors in the Supported Program(s), if reasonably possible.

2.2 **Response and Resolution SLAs.** FTR will provide an initial response during Support Hours acknowledging Errors reported by you within eight (8) hours. Thereafter, FTR will use commercially reasonable efforts to provide a Resolution to the Supported Program within two (2) business days. Progress of FTR's efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determine that there is an Error in the Software, it will, at its

sole option provide you with a Resolution or instruct you to install a newer version of the Software with that Error repaired.

2.3 Exceptions. FTR will have no obligation of any kind to provide Support or fix any Errors arising out of or related to any of the following:

- (i) modifications to the Supported Program made by any person other than FTR or its authorized agents;
- (ii) use of the Supported Program other than as authorized in the Agreement or as provided in the Documentation;
- (iii) accident, unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by FTR; excessive heating; fire and smoke damage; operation of the Supported Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; in each case, with respect to the hardware on which the Supported Program is installed;
- (iv) use of the Supported Program in an environment other than the Supported Environment;
- (v) your use of versions of the Software other than the Supported Program;
- (vi) your use of third-party products not expressly supported by FTR as noted in the Documentation; or
- (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by FTR as noted in the Documentation.

2.4 Travel Expenses. Maintenance and support services provided hereunder shall be provided at FTR's principal place of business. Should you request that FTR send personnel to the Designated Center to resolve any Error in the Supported Program, you shall pay FTR's reasonable travel, meals and lodging expenses.

3. CUSTOMER OBLIGATIONS

3.1 Supervision and Management. You are solely responsible for undertaking the proper supervision, control and management of your use of Supported Programs, including, but not limited to: (a) assuring proper Support Environment configuration, Support Programs installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

3.2 Supported Environment. You shall be solely responsible for maintaining the Supported Environment for which the Supported Program is licensed to be used on as identified in the relevant Order Form. Information related to Supported Environments may be found in the Documentation at www.fortherecord.com.

3.3 Designated Customer Support Contacts. You shall designate one or more individuals as Customer Support Contacts with FTR for the maintenance and Support provided hereunder. These individuals are to be designated on the completed Order Form, or notified to FTR in writing within 30 days of the commencement of the Support Period.

3.4 Customer's Obligation to Assist. Should you report a purported Error in the Supported Program to FTR, you agree to provide the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks, (c) information for FTR to create a reproducible test, and (d) any log files, trace and systems files FTR request, to assist with troubleshooting the issue. You acknowledge that failure to provide this information may prevent FTR from identifying and fixing that purported Error.

4. SOFTWARE MAINTENANCE

FTR will provide Updates for the Supported Programs as and when developed for general release in FTR's sole discretion. For clarity, Updates do not include any new version of the Software that significantly changes the function of the program and is indicated by a progressing version number by the number appearing to the left of the initial decimal (e.g. upgrade version 1.0 to version 2.0).

5. END OF LIFE POLICY

You acknowledge that FTR has the right to discontinue the manufacture and development of any Software and the Support for any Software, including, without limitation, the distribution of older Software versions, at any time in its sole discretion, provided that FTR agrees not to discontinue Support for the Software during the current annual term of these Addendum, subject to the termination provisions herein.

6. CHANGES IN SUPPORT

FTR reserves the right to alter Support from time to time, using reasonable discretion but in no event shall such alterations result in (i) diminished support from the level of Support set forth herein; (ii) materially diminished obligations for FTR; (iii) materially diminished rights for you; or (iv) higher Support Fees during the then-current term. FTR shall provide you with thirty (30) days prior written notice (delivered electronically or otherwise) of any permitted material changes to the Support contemplated herein.

7. TERM AND TERMINATION

7.1 **Term.** The term of this Addendum with respect to a particular Supported Program shall be the Support Period. Upon expiration of an existing Support Period for a particular Supported Program, provided Support for such Supported Program has not been terminated prior to expiration pursuant to **Section 3.2** (Termination Without Cause) or **Section 3.3** (Termination With Cause) hereof, a new Support Period shall automatically begin for a consecutive twelve (12) month term ("**Renewal Period**") so long as (a) you pay the Support Fee within thirty (30) days of invoice by FTR; and (b) FTR is still offering Support on such Supported Program. This Addendum shall terminate upon the termination of Support for all Supported Programs. The termination of this Addendum shall not terminate the Agreement.

7.2 **Termination Without Cause.** Either party shall have the right to terminate the Support for a particular Supported Program without cause upon ninety (90) days written notice.

7.3 **Termination With Cause.** Either party may terminate the Support for a Supported Program upon thirty (30) days written notice to the other party of a material breach by the other party of its obligations set forth in this Support Agreement if such breach is not cured within such thirty (30) day period. Upon such termination of Support for cause by FTR, FTR shall retain any paid-up Support Fees for said Supported Program. Upon such termination for cause by you, FTR's sole and exclusive obligation shall be to promptly refund that portion of the Support Fee for said Supported Program proportional to the percentage of the Support Period remaining at the time termination is effective.

7.4 **Reinstatement.** Once Support has been terminated by you or FTR for a particular Supported Program, it can be reinstated only if FTR is still offering Support for such Supported Program and you pay a fee equal to the Support Fees that would have been payable for the period of time during which Support was terminated for such Supported Program, plus FTR's reinstatement fee.

7.5 **Survival.** The provisions of **Section 10 (Limitation of Liability)** and **Section 12 (Miscellaneous)** shall survive the expiration or termination of this Addendum by either party for any reason.

8. SUPPORT FEES

8.1 **Annual Support Fees.** Annual Support Fees shall be at FTR's then-current rates. You shall pay Support Fees within thirty (30) days of receipt of an invoice.

8.2 **Overdue Amounts.** Any amounts not paid within thirty (30) days will be subject to interest of the lower of the legal interest rate or one and one half percent (1.5%) per month, which interest will be immediately due and payable.

8.3 **Taxes.** In addition to any other payments due under this Agreement, you agree to pay any sales, use, excise, import or export, value added or similar tax or duty, and any other tax not based on FTR's income, including penalties and interest and all government permit fees, license fees, customs fees and similar fees levied upon the delivery of the Software or other deliverables which FTR may incur in respect of this Agreement, and any costs associated with the collection or withholding of any of the foregoing items (the "Taxes").

9. LIMITED WARRANTY FOR SERVICES

9.1 **Warranty.** FTR warrants that it will perform the Support in a professional and workmanlike manner in accordance with generally acceptable industry practices, however, FTR does not represent or warrant that any and/or all Errors will be corrected. FTR's sole and exclusive obligation pursuant to this warranty shall be to re-perform any work not in compliance with this warranty which is brought to the attention of FTR by written notice within thirty (30) days after such services were performed.

9.2 **Limitations On Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTR DISCLAIMS ALL WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED WITH REGARD TO SERVICES PROVIDED UNDER THIS ADDENDUM, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. THIS LIMITED WARRANTY GIVES END USER SPECIFIC LEGAL RIGHTS. END USERS MAY HAVE OTHERS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS ADDENDUM DOES NOT EXCLUDE, RESTRICT OR MODIFY ANY LIABILITY IMPOSED OTHERWISE UNDER THE LAW THAT CANNOT, BY SUCH LAW, BE EXCLUDED, RESTRICTED OR MODIFIED.

10. **LIMITATION OF LIABILITY**

FTR'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM (WHETHER ARISING FROM CONTRACT, TORT OR OTHERWISE) IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY END USER UNDER THIS ADDENDUM. FTR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS ADDENDUM.

NOTWITHSTANDING THIS SECTION, FTR DOES NOT EXCLUDE OR LIMIT LIABILITY IN RESPECT OF PERSONAL INJURY OR DEATH TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THE PARTIES HAVE ADDRESSED AND NEGOTIATED THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS ADDENDUM AND AGREE THAT THE RELEVANT PROVISIONS ARE FAIR IN RELATION TO THE BENEFITS RECEIVED BY EACH PARTY

11. **FORCE MAJEURE**

FTR will not be in breach of these Addendum as a result of, or liable for, any failure or delay in the performance of its obligations under these Addendum to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a event or circumstance beyond FTR's reasonable control, or any act or omission by you or on your behalf.

12. **MISCELLANEOUS**

Except to the extent expressly provided in this Addendum, the terms and conditions of the Agreement shall remain in full force and effect. This Addendum and the Agreement constitute and contain the entire agreement of the parties hereto and supersede all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof.

AGENDA ITEM REPORT



To:

Subject: Extend Warranties for Dell servers

Meeting: Workshop Meeting - 06 Nov 2019

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Town should purchase the warranty extensions from Dell I contacted another vendor and they did not send a quote.

FINANCIAL IMPACT:

The total is \$2,740.31

RECOMMENDATION:

That the commission extend the warranties of the dell servers.

ATTACHMENTS:

[Price for warranty extension](#)

Finance director, Finance & Budget Director	Status: Approved - Oct 30 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Oct 31 2019
Agatha Muse-Salters, Town Manager	Approved - Oct 31 2019

Extended Services Quote Information	
Quote #:	v 3000048672724.1

Customer Information	
Date:	October 22, 2019
Company Name:	TOWN OF PEMBROKE PARK
Dell Customer # :	14164554
Contract Code # :	70137

Dell Contact Information
Victor Alonzo
V_Alonzo@dell.com
Phone: 512-725-0138

Dell Extended Services Details

Current Equipment Information	Extended Service Information
-------------------------------	------------------------------

Service #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fees	Total Price
56MPRS2	PowerEdge R320 Upgrades and Extensions	ND + ND	6/19/2015	6/20/2020	ND + P+	6/20/2021	\$908.00		\$908.00
DHFKV12	PowerEdge R420 Upgrades and Extensions	ND + ND	7/2/2014	7/3/2017	ND + P+	10/21/2020	\$770.10		\$770.10
4J4QR52	PowerVault MD1200 Upgrades and Extensions	ND + ND	6/19/2015	6/20/2020	ND + P+	6/20/2021	\$1,845.80		\$1,845.80

Contract Descriptions	
S1/S9	4-Hour Onsite Response
ND	Next Business Day Onsite Response
PS/SV	ProSupport Technical Support
PSMC/GD	ProSupport Mission Critical Technical Support
S9 + P+	ProSupport Plus Mission Critical Technical Support
PSP/ P+	ProSupport Plus Technical Support
PS+	ProSupport Plus Technical Support for Client + CC + KK
KK	Keep Your Hard Drive
Post Standard Support for End of Life Tags	
SF	PSS Support

Extended Services Subtotal	\$3,223.90
Reinstatement Fees	
Subtotal	\$3,223.90
Discount applied	\$483.59
Total:	\$2,740.31

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

[Questions about Services? Click here.](#)

[Support Questions? Click here.](#)

Purchase Order Conditions
Please remember to include the following information:
- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)
Please attach a coPS+ of your Dell quote, or reference the Dell quote number(s) on the purchase order.

AGENDA ITEM REPORT



To:

Subject: Wiring for Clerks Office.

Meeting: Workshop Meeting - 06 Nov 2019

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Town is adding more workstations in the Clerks office and the office has to be rewired to accommodate the new workstations.

FINANCIAL IMPACT:

\$ 1,700.00 to do the work This is a budgeted item.

RECOMMENDATION:

We go ahead and wire the Clerks office using the Atelecom company to do the work. They had the best price.

ATTACHMENTS:

[Atelecom Clerks Office TPP](#)

[Thephoneman TPP Clerk Office](#)

	Status:
Finance director, Finance & Budget Director	Approved - Oct 31 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Oct 31 2019
Agatha Muse-Salters, Town Manager	Approved - Oct 31 2019

Invoice



Atelecom, Inc.

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

Quote

Date:10-31-19

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 cables for voice	4	115.00	460.00
Cat 6 cables for data	11	95.00	1,045.00
24 port cat6 patch pane installed	1	195.00	195.00

12 - Month Warranty - Parts & Labor

Additional Information: any Additional cable runs= \$115.00each

Bal. install after \$1700.00

SUBTOTAL \$ 1,700.00
SALES TAX 6.00%
TOTAL \$ 1,700.00

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!



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#	160737
Quote Date	10/30/19
Sales person	Al Sturtz

#	Item & Description	Qty	Price	Amount
1	Cable Run, Catagory 6 Plenum Rated, Up to 125' Includes: Cat 6 Insert/Jack, Wallplate, Testing and Labeling	7.00 ea	95.00	665.00
2	Cable Run, Dual Category 6, Plenum Rated up to 125' Includes: Wallplate, Cat 6 Insert, Labeling & Testing	4.00 ea	185.00	740.00
3	Quest Patch Panel, CAT6, 24 Port	1.00 ea	80.00	80.00
4	Service Call (Hourly Plus Material) Move several extensions around and program accordingly.	2.00 ea	125.00	250.00

Sub Total 1,735.00

Exempt 2019 (0%) 0.00

Total \$1,735.00

Authorized Signature _____

AGENDA ITEM REPORT

**To:**

Subject: New Comcast sales order consolidating the internet and phone services with Comcast.

Meeting: Workshop Meeting - 06 Nov 2019

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

By moving all our Town phones (Land Lines) and all our internet connections over to Comcast, The Town will not only save money, but we will be upgrading our services at the same time. Our phone system is an old analog system with Comcast we will be going to a digital network that has a lot more reliability and features than the old system. The Town will also be upgrading the internet from a 100 meg circuit to a 500 meg circuit to make way for our office 365 implementation. We will also be adding other features to make the town's network more reliable than it already is. Another added bonus is by having everything with Comcast our renewal all done at the same time for budgeting.

FINANCIAL IMPACT:

\$2,983.70 Monthly Cost

RECOMMENDATION:

That we go with Comcast to bundle all of our services for Phone and internet.

ATTACHMENTS:

[10.24.19 UPDATED EDI BVE Proposal town of Pembroke Park](#)

[10.30.19 BVE SOA Town of Pembroke PK - v19.0900](#)

[10.30.19 SOA 3 Site ENS Town of Pembroke Pk](#)

[10.30.19 SOA 500m NOV JEDI - Town of Pembroke Pk Master EDI+MM Router](#)

[ORIG 2015 SIGNED MSA Pembroke Park](#)

[Memo Comcast](#)

	Status:
Finance director, Finance & Budget Director	Approved - Oct 31 2019
Town Attorney, Town Attorney	Approved - Nov 05 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Nov 06 2019
Agatha Muse-Salters, Town	Approved - Nov 06 2019

Manager

October 24th, 2019

Mark Pakula

Town of Pembroke Park

Mark

Comcast Business Enterprise Services is pleased to provide you with a budgetary quote for Ethernet Dedicated Internet service for Town of Pembroke Park. We thank you for the opportunity to compete for your business. We're confident we can design and deliver the reliable, efficiency-driving communication services your organization desires to run effectively.

Comcast has the resources, network, products, and customer care necessary to support organizations like yours. Comcast Business Enterprise Services has rapidly become a leading provider of advance networking and voice services - offering greater scalability, increased capacity, and real value.

Comcast Network Solutions

- **Efficient design** - Networks designed with minimal hops resulting in low latency, packet loss, and jitter
- **Rapidly scalable solutions** - Ethernet components scale rapidly from 1Mbps to 1Gbps
- **Fully managed and operated** - Transmissions travel across our own diverse advanced network
- **Redundant architecture** - Networks engineered with redundancy in the core, edge, and fiber distribution
- **Enterprise Class support** - 24/7/365 network monitoring and support through our Business Class Network Operations Center (BNOC)

Please let me know if you have any questions. You may contact me directly via phone at (954) 529-0376 or email me at Joank._Bell@comcast.com

My team and I are dedicated to serving your organization and continuing our dialogue.

Best Regards,

Joan Bell

Strategic Enterprise Acct. Executive

Mobile: (954) 529-0376

[Joank. Bell@comcast.com](mailto:Joank._Bell@comcast.com)



ABOUT COMCAST

Comcast was founded in 1963 as a single-system cable operation. Today we've grown to become the nation's leading provider of entertainment, information and communications products and services, with 23.8 million cable customers, 15.7 million high-speed Internet customers and 7.4 million voice customers.

Comcast Business Services delivers communications services across our vast and ever-expanding, enhanced fiber network, with more than 145,000 miles of fiber. We currently serve 18 of the top MSAs and provide service to customers in 39 states and the District of Columbia.

Comcast delivers scalable network platform that supports the mission-critical applications of organizations of any size. From regional education, health care, and government, to single and multi-location businesses -- Comcast has a wide range of services to meet a broad array of needs.

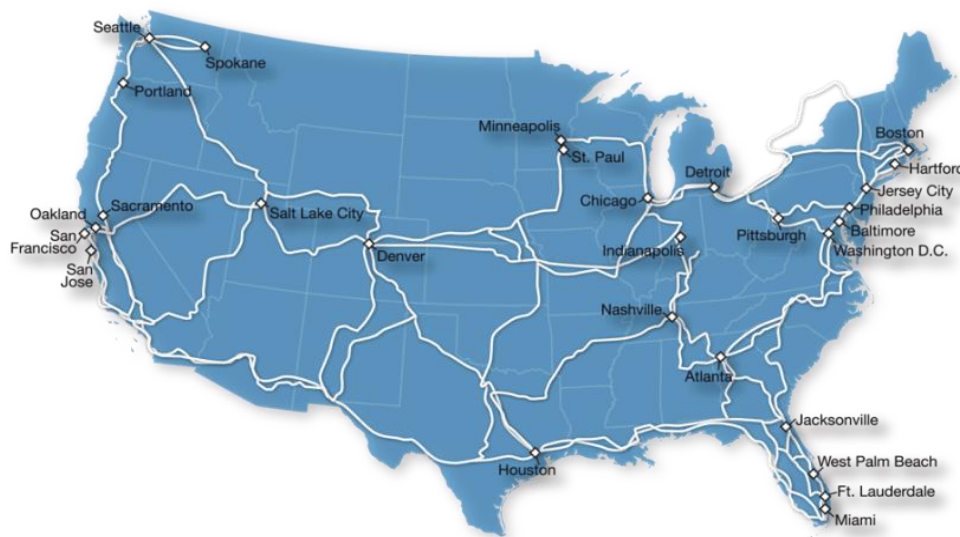
THE COMCAST CORE INFRASTRUCTURE

Technology

- 10G/40GBPS regional networks
- First and largest fully 40G backbone
- First Production Demonstration of 100G
- SIP Scaled Infrastructure
- IPv4 and IPv6 operational
- QoS-based voice, video & data
- Self-healing architecture

Scale

- 18 of the top MSAs
- Servicing customers in 39 states and DC
- 145K Network Fiber route miles
- 599K Network Plant route miles
- 115K Optical nodes



COMCAST BUSINESS CLASS SUPPORT

Comcast Business Class offers support from a team of knowledgeable experts trained to handle the unique needs of your business. We'll assign an experienced business support team to your account - a team headed by an Enterprise Account Executive and backed by expert technical support. Your network will be monitored 24/7/365 through our Business Class Network Operations Center (BNOC).

Contact Information

Toll- Free Service & Support for Data & Voice Businesses Customers

For data, voice and network account assistance, our customer support representatives and technicians are available to answer any questions you may have.

Please call us toll-free at (800) 741-4141

Business Voice Edge Assistance 877.543.3961

Account Team

Joan Bell	Account Executive, Enterprise Direct Sales	(954) 529-0376	JoanK_Bell@Comcast.com
Teo Cotton	Solutions Engineer	(954) 547-6868	Teo_Cotton@Comcast.com
Sonia Ceballos	Manager, Enterprise Direct Sales	(305) 224-3756	Sonia_Ceballos@Comcast.com

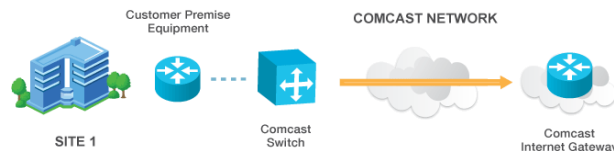
COMCAST ENTERPRISE SERVICES PROPOSED SOLUTION

Comcast Ethernet services offer your company the opportunity to connect to high speed networks in an era when the speed of sharing data and information has direct impact on your bottom line

Ethernet Dedicated Internet

In today's business, organizations utilize the Internet as an essential business tool. **Ethernet Dedicated Internet (EDI)** provides a highly reliable, scalable, and easy-to-configure dedicated Ethernet connection to the Internet without draining your IT budget. EDI services provide many benefits over T1-based dedicated Internet services, including higher bandwidth and lower cost per Mb.

Designed for organizations needing more bandwidth and a highly secure, dedicated connection between their existing Local Area Network (LAN) and the public Internet, Ethernet Dedicated Internet provides an Ethernet Virtual Connection (EVC) from the customer's location to a Comcast Internet Point of Presence (POP) router. Our Ethernet interface enables true plug-and-play compatibility with your LAN.

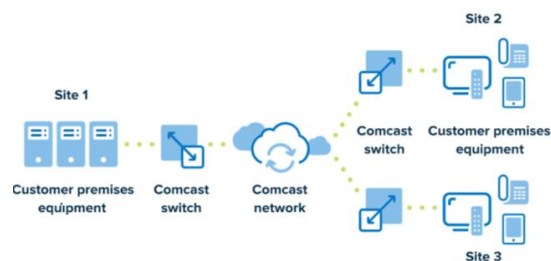


Why Comcast Ethernet Network Service?

With low-latency Ethernet Network Service, organizations can optimize application performance across a Wide Area Network (WAN), allowing them to perform as if they are on a Local Area Network (LAN). More importantly, ENS is configured to link all locations to every other one, for maximum redundancy and availability. The service provides Virtual Local Area Network (VLAN) transparency and enables customers to implement their own VLANs without coordination with Comcast. It's modern, cost-effective alternative to traditional TDM-based hub and spoke network topologies.

How It Works

Connecting each of your locations' premise equipment (switch or router) to a Comcast switch and your data, voice and video will become connected and all your important information can be transferred.

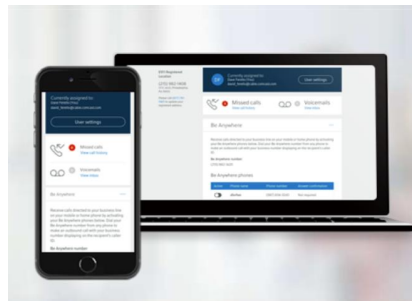


Business VoiceEdge:

Comcast Business VoiceEdge™ is our hosted, cloud-based, award-winning VoIP solution. It is a virtual PBX and an ideal alternative to traditional PBX or key systems and packed with calling features to increase the productivity of your business. With Business VoiceEdge, management of communications services across multiple locations is simple. Updates to your service can be made quickly and easily. In addition you can scale your voice services as your business grows by purchasing the exact number of seats you need today, and easily add users in the future.

Optimal Quality Comcast has the largest private VoIP network in the nation, and is the fourth largest voice provider in the US. The Comcast network is fully redundant to give you the reliability you need. To help ensure your satisfaction, Comcast provides:

- A comprehensive assessment that optimizes your network before your first call is placed
- Installation of quality, certified equipment known to deliver end-to-end results
- Proactive, real-time monitoring to continuously track quality and performance



<https://business.comcast.com/getstarted>

There is no need to purchase expensive equipment and there is no time-consuming maintenance.

- High-definition calling on the latest phones – HD sound for users on state-of-the-art phones at no extra cost
 - Dedicated connection at no additional cost: No sharing bandwidth, or degradation of quality
 - Unified communications will give all of your users at every location shared features like voicemail sent as email, 4-digit dialing across offices, simultaneous ring, click to dial and Outlook integration
 - Seamless connectivity enables you to transfer calls from your office phone to your mobile (and back), and decide where your calls ring so you don't have to miss a call
 - Desktop and desk phone convergence allows you to manage your business communications from your desktop, even answering calls and setting up voicemail without picking up the receiver
- Business VoiceEdge is reliable for your business since it is run over the Comcast network, the leading converged Internet, voice and video network in the country.

It is the voice solution that integrates across devices and locations without the upfront capital expense.

Service Budgetary Price Quote

Ethernet Dedicated Internet

500 Mbps \$1,225.00 / month (Good Thru 11/21/19)

- Construction charges waived
- \$550. Non-Recurring programming Fee
- 3-6 Months Install
- No Equipment Investment

Ethernet Network Service

50 Mbps \$1,134.00/ month (Good Thru 11/21/19)

- 3 Sites: 2109, 3115, 3150
- Construction charges waived
- Up to 6 Months Install
- No Equipment Investment

Business Voice Edge

30 Seats \$624.70 / month (Based on Seat Configurations)

- Construction charges waived
- \$0.00 Installation Fee
- Pass thru Gov't Activation of E-911 fee \$1,060.25
- Pricing is based on type of phone at each desk
(please see quote for list – this can be adjusted at any time)

In addition, Comcast will waive any disconnect or early termination charges associated with the disconnection of Comcast Business Class Internet broadband service.

Pricing based on 60-month term

This price quotation does not constitute an offer by Comcast Business to sell a service or product, but is intended to provide a quote. Actual rates may differ and are subject to change. Additional fees may apply. This quote is valid until the 19th of Nov, 2019. Minimum term contract required for services. Early termination fee applies.

PROPOSED							MRC	Install Fees	
Proposed	3150	500mbps					500m	1,225.00	A
Proposed	3150	Voice					30 Seat BVE	\$624.70	\$1,060.25
Proposed	3150	50m ENS					50m ENS	\$378.00	N/A
Proposed	3115	50m ENS					50m ENS	\$378.00	N/A
Proposed	2901	50m ENS					50m ENS	\$378.00	N/A
TOTAL PROPOSED								\$2,913.65	\$1,060.25
Current Metro-E	3150	20mbps	EDI	8.26.15	\$892.50				\$892.50
CURRENT COAX									
Business Name	STE	Service Address	Data	Statics	BCV	VM	BCTV	Equip	Total
2901 SW 25th ST, 33009	Behan	84957525 030488 3	100+	1	1 Line	1	-		
PRICING			\$179.95	\$19.95	\$29.95	-	\$0.00	\$16.95	\$246.80
3115 SW 52ND AVE, 33023		84957252029310 2	-	-	1 Line	1	-		
PRICING			\$0.00	\$0.00	\$24.95	\$5.00	\$0.00	\$14.95	\$44.90
3150 SW 52ND AVE 33023	DUP OFC 2	849575252029400 1	STRTR	0	21 Lines	-	-	-	-
PRICING			\$69.95	\$0.00	\$524.95	\$0.00	\$10.45	\$14.95	\$620.30
3150 SW 52ND AVE 33023	Duplicate	8495 75 252 0291254	50						
PRICING			\$109.95	\$19.95	\$0.00	\$0.00		\$12.95	\$142.85
TOTAL CURRENT			\$359.85	\$39.90	\$579.85	\$5.00	\$10.45	\$59.80	\$1,947.35



COMCAST ENTERPRISE SERVICES SALES ORDER FORM BUSINESS VOICE EDGE SERVICES

CUSTOMER INFORMATION

Account Name: <u>Town of Pembroke Pk</u>	Email: <u>mpakula@townofpembrokepark.com</u>
Primary Contact: <u>Mark Pakula</u>	Address1: <u>3150 SW 52nd Ave</u>
Title: <u>Data Services Associate Planner</u>	Address2: <u></u>
Phone: <u>(954) 701-4345</u>	City: <u>Pembroke Park</u>
Cell: <u>(954) 701-4345</u>	State: <u>FL</u>
Fax: <u></u>	Zip Code: <u>33023</u>

SUMMARY OF CHARGES

Service Term(Months): 60

Site Name	Monthly Recurring Charges	Standard Installation Fees	Activation Fees
Town of Pembroke Pk	\$624.70	\$0.00	\$1,060.25
SUMMARY OF TOTAL CHARGES*	\$624.70	\$0.00	\$1,060.25

* Applicable federal, state and local taxes and fees may apply; usage fees not included. For Specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.

GENERAL COMMENTS

AGREEMENT

1. This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent/>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.
2. Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
3. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.
4. Notwithstanding the notice provision in the Enterprise Services General Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable.
5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.

6. E911 ACKNOWLEDGEMENT

Comcast Voice Services, including, but not limited to, Comcast Business Voice Edge Service, ("Voice Services") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES.

- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer agrees and accepts to the terms and conditions of this Agreement. Enterprise Services General Terms & Conditions, and related policies can be found at <https://business.comcast.com/terms-conditions-ent/>

CUSTOMER USE ONLY		COMCAST USE ONLY (by Authorized representative)	
Signature:		Signature:	Sales Rep: Joan K. Bell
Name:		Name:	Sales Rep joank_bell@comcast.com
Title:		Title:	Email: m
Date:		Date:	Region: Florida Region
			Division: Central Division



COMCAST ENTERPRISE SERVICES SALES ORDER FORM BUSINESS VOICE EDGE SERVICES

SERVICE LOCATION DETAIL					
Customer Information					
Location Name:	Town of Pembroke Pk	Business Phone:	(954) 701-4345		
Company Name:	Town of Pembroke Pk	Cell Phone:	(954) 701-4345		
Contact Name:	Mark Pakula	Fax Number:			
Address1:	3150 SW 52nd Ave	Email:	mpakula@townofpembrokepark.com		
Address2:		Site Type:	Standard		
City:	Pembroke Park	Emergency 911	3150 SW 52nd AVE		
State:	FL	Information:	Pembroke Park, FL 33023		
Zip:	33023				
Billing Information					
Date Of Quote:	9/27/2019	Service Term:	60		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact:	Mark Pakula	Zip:	33023		
Address1:	3150 SW 52nd Ave	Phone:	(954) 701-4345		
Address2:		Fax:			
City:	Pembroke	Email:	mpakula@townofpembrokepark.com		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	35	\$14.95	\$29.95	\$523.25	\$1,048.25
Reception Console	1	\$29.95	\$12.00	\$29.95	\$12.00
Remote Call Forward	1	\$0.00	\$0.00	\$0.00	\$0.00
Government/School Listing	1	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	27	\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 411 HD	2	\$5.95	\$0.00	\$11.90	\$0.00
Polycom VVX 601 HD	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX Color Expansion Module	1	\$4.95	\$0.00	\$4.95	\$0.00
Polycom Soundstation 6000	5	\$6.95	\$0.00	\$34.75	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$624.70	
Promotional Discount:				\$0.00	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$624.70	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing.					
Business VoiceEdge Standard Installation Fees					



COMCAST ENTERPRISE SERVICES SALES ORDER FORM
BUSINESS VOICE EDGE SERVICES

Customer Training:	Online	No Charge
Total Activation Charges:		\$1,060.25
Site Installation Charges:		\$0.00
Total Business VoiceEdge Standard Installation Fees:		\$1,060.25

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: Town of Pembroke Park

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-15347687

CUSTOMER INFORMATION (for notices)

Primary Contact: Mark Pakula

City:

Phone:(954) 701-4345

Title:

State:

Cell:

Address 1:

Zip:

Fax:

Address 2:

Allowable Contract Date:

Email:mpakula@bellesouth.net

Contract Generated Date:10/30/2019

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	\$ 1,134.00
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 1,134.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
Total Standard Installation Fees (all Services):	\$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	\$ 0.00
Amortized Custom Installation Fee	\$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	\$ 89.85
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
Total Monthly Recurring Equipment Fees (all Services):	\$ 89.85

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:		Signature:	Joan Bell
Name:		Sales Rep E-Mail:	joank_bell@comcast.com
Title:		Region:	Florida
Date:		Division:	Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: Town of Pembroke Park

Date: October 30, 2019

MSA ID#: FL-4736723-dkeen

SO ID#: FL-4736723-dkeen-15347687

Short Description of Service:

Service Term (Months):

60

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENI10100	Port	2901 SW 25TH ST-MTC-Town of Pembroke Park		South Florida			\$ 54.00	\$ 0.00
2	New	Add	ENS-PRIORITY-50	50 Mbps	2901 SW 25TH ST-MTC-Town of Pembroke Park			See Matrix	Interstate	\$ 324.00	\$ 0.00
3	New	Add	EQP FEE	Equipment Fee	2901 SW 25TH ST-MTC-Town of Pembroke Park					\$ 29.95	\$ 0.00
4	New	Add	ENI10100	Port	3115 SW 52ND AVE-Town of Pembroke Park		South Florida			\$ 54.00	\$ 0.00
5	New	Add	ENS-PRIORITY-50	50 Mbps	3115 SW 52ND AVE-Town of Pembroke Park			See Matrix	Interstate	\$ 324.00	\$ 0.00
6	New	Add	EQP FEE	Equipment Fee	3115 SW 52ND AVE-Town of Pembroke Park					\$ 29.95	\$ 0.00
7	New	Add	ENI10100	Port	3150 SW 52ND AVE-Town of Pembroke Park		South Florida			\$ 54.00	\$ 0.00
8	New	Add	ENS-PRIORITY-50	50 Mbps	3150 SW 52ND AVE-Town of Pembroke Park			See Matrix	Interstate	\$ 324.00	\$ 0.00
9	New	Add	EQP FEE	Equipment Fee	3150 SW 52ND AVE-Town of Pembroke Park					\$ 29.95	\$ 0.00
* Services Location Details attached						Total				Service Charges: \$ 1,134.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Equipment Fees: \$ 89.85	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Town of Pembroke Park

MSA ID#: FL-4736723-dkeen

SO ID#: FL-4736723-dkeen-15347687

Date: October 30, 2019

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	3150 SW 52ND AVE-- Town of Pembroke Park	3150 SW 52ND AVE		PEMBROKE PARK	FL	33023				Mark Pakula	(954) 701-4345	mpakula@bellesouth.net	Yes	No
2	2901 SW 25TH ST-- MTC-Town of Pembroke Park	2901 SW 25TH ST	MTC	PEMBROKE PARK	FL	33009				Mark Pakula	(954) 701-4345	mpakula@bellesouth.net	Yes	No
3	3115 SW 52ND AVE-- Town of Pembroke Park	3115 SW 52ND AVE		PEMBROKE PARK	FL	33023				Mark Pakula	(954) 701-4345	mpakula@bellesouth.net	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT3	PT2	PT2	PT3	PT4	PT3	PT3
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT3
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT1	PT2	PT4	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	PT2
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & S.W. Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT4	PT4	PT1	PT4	PT2	PT3	PT3	PT4	PT3	PT3
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
S.W. TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT3	PT2	PT1	PT4	PT4
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT4	PT4	PT1

**COMCAST
BUSINESS****COMCAST ENTERPRISE SERVICES SALES ORDER FORM**

Page 1 of X

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-15453194

Account Name: Town of Pembroke Pk

CUSTOMER INFORMATION (for notices)

Primary Contact: Mark Pakula
Title: Director of IT
Address 1: 3150 SW 52ND AVE
Address 2: _____
City: Pembroke Pk
State: FL
Zip: 33023
Phone: (954) 701-4345
Cell: _____
Fax: _____
Email: mpakula@townofpembrokepark.com

Billing Account Name Town of Pembroke Pk
Billing Name
(3rd Party Accounts) _____
Billing Contact: Mark Pakula
Title: Director of IT
Phone: 954.701.4345
Cell: _____
Fax: _____
Email: mpakula@townofpembrokepark.com

INVOICE ADDRESS
Address 1: 3150 SW 52ND AVE
Address 2: _____
City: Pembroke Pk
State: FL
Zip Code: 33023
Tax Exempt: Yes
* If Yes, please provide and attach all
applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)Service Term (Months): 60**SUMMARY OF SERVICE CHARGES***

Current Monthly Recurring Charges: \$0.00
Current Trunk Services Monthly Recurring Charges: \$0.00
Total Current Monthly Recurring Charges (all Services): \$0.00

Change Monthly Recurring Charges: \$1,225.00
Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$1,225.00

Total Monthly Recurring Charges: \$1,225.00
Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$1,225.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$550.00
Total Trunk Services Standard Installation Fees: \$0.00
Total Standard Installation Fees (all Services): \$550.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES

Current Ethernet Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Ethernet Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Ethernet Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS**AGREEMENT**

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Joan Bell
Name:	Name:	Sales Rep E-Mail:	JoanK.Bell@comcast.com
Title:	Title:	Region:	Florida
Date:	Date:	Division:	Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Town of Pembroke Pk

Date:

11/6/2019

MSA ID#:

FI-4736723-dkeen

SO ID#:

FI-4736723-dkeen-15453194

Short Description of Service:

500m EDI + 3 Site ENS

Service Term:

60 MONTHS

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								Solution Charges	
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly
001	New	Add	EDI - Network Interface - Gig E	Port	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$0.00
002	New	Add	EDI - Bandwidth	500 Mbps	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$1,065.00
003	New	Add	IPv4 Static Address Block /29 (6)	Static IP	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$25.00
004	New	Add	ActiveCore Installation Fee	Setup	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$0.00
005	New	Add	ActiveCore Equipment - Medium	Service	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$30.00
006	New	Add	SD-Router	Service	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$60.00
007	New	Add	SD-Router Activation Fee	Setup	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$0.00
008	New	Add	Mid Mkt Mgd Svcs - Mgd Router	Service	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$45.00
009	New	Add	Mid Mkt Mgd Svcs - Mgd Router Config Fee	Setup	Town of Pembroke Park / 3150 SW	-	Interstate	1	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00
								PAGE 2 SUBTOTAL:	\$1,225.00
									\$550.00

* Services Location Details attached Charges are Exclusive of Equipment Fees



COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name:
MSA ID#:

Date:
SO ID#:

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Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
103	-	-	-	-	-	-	-	-	\$0.00	\$0.00
104	-	-	-	-	-	-	-	-	\$0.00	\$0.00
105	-	-	-	-	-	-	-	-	\$0.00	\$0.00
106	-	-	-	-	-	-	-	-	\$0.00	\$0.00
107	-	-	-	-	-	-	-	-	\$0.00	\$0.00
108	-	-	-	-	-	-	-	-	\$0.00	\$0.00
109	-	-	-	-	-	-	-	-	\$0.00	\$0.00
110	-	-	-	-	-	-	-	-	\$0.00	\$0.00
111	-	-	-	-	-	-	-	-	\$0.00	\$0.00
112	-	-	-	-	-	-	-	-	\$0.00	\$0.00
113	-	-	-	-	-	-	-	-	\$0.00	\$0.00
114	-	-	-	-	-	-	-	-	\$0.00	\$0.00
115	-	-	-	-	-	-	-	-	\$0.00	\$0.00
116	-	-	-	-	-	-	-	-	\$0.00	\$0.00
117	-	-	-	-	-	-	-	-	\$0.00	\$0.00
118	-	-	-	-	-	-	-	-	\$0.00	\$0.00
119	-	-	-	-	-	-	-	-	\$0.00	\$0.00
120	-	-	-	-	-	-	-	-	\$0.00	\$0.00
121	-	-	-	-	-	-	-	-	\$0.00	\$0.00
122	-	-	-	-	-	-	-	-	\$0.00	\$0.00
123	-	-	-	-	-	-	-	-	\$0.00	\$0.00
124	-	-	-	-	-	-	-	-	\$0.00	\$0.00
125	-	-	-	-	-	-	-	-	\$0.00	\$0.00
126	-	-	-	-	-	-	-	-	\$0.00	\$0.00
127	-	-	-	-	-	-	-	-	\$0.00	\$0.00
128	-	-	-	-	-	-	-	-	\$0.00	\$0.00
129	-	-	-	-	-	-	-	-	\$0.00	\$0.00
130	-	-	-	-	-	-	-	-	\$0.00	\$0.00
131	-	-	-	-	-	-	-	-	\$0.00	\$0.00
132	-	-	-	-	-	-	-	-	\$0.00	\$0.00
133	-	-	-	-	-	-	-	-	\$0.00	\$0.00
134	-	-	-	-	-	-	-	-	\$0.00	\$0.00
135	-	-	-	-	-	-	-	-	\$0.00	\$0.00
136	-	-	-	-	-	-	-	-	\$0.00	\$0.00
137	-	-	-	-	-	-	-	-	\$0.00	\$0.00
138	-	-	-	-	-	-	-	-	\$0.00	\$0.00
139	-	-	-	-	-	-	-	-	\$0.00	\$0.00
140	-	-	-	-	-	-	-	-	\$0.00	\$0.00
141	-	-	-	-	-	-	-	-	\$0.00	\$0.00
142	-	-	-	-	-	-	-	-	\$0.00	\$0.00
143	-	-	-	-	-	-	-	-	\$0.00	\$0.00
144	-	-	-	-	-	-	-	-	\$0.00	\$0.00
145	-	-	-	-	-	-	-	-	\$0.00	\$0.00
146	-	-	-	-	-	-	-	-	\$0.00	\$0.00
147	-	-	-	-	-	-	-	-	\$0.00	\$0.00
148	-	-	-	-	-	-	-	-	\$0.00	\$0.00
149	-	-	-	-	-	-	-	-	\$0.00	\$0.00
150	-	-	-	-	-	-	-	-	\$0.00	\$0.00
151	-	-	-	-	-	-	-	-	\$0.00	\$0.00
152	-	-	-	-	-	-	-	-	\$0.00	\$0.00
153	-	-	-	-	-	-	-	-	\$0.00	\$0.00
PAGE 4 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 11/6/2019

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-15453194

Account Name: Town of Pembroke Pk

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Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Town of Pembroke Park	3150 SW 52ND AVE		Pembroke Pk	FL	33023	\$0.00	Mark Pakula	954-701-4345	mpakula@townofpembrokepark.co	Yes
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
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Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CA	CNM	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT3	PT2	PT2	PT3	PT4	PT3	PT3
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT4
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT2	PT3	PT3	PT4	PT4
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	PT2
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1	PT1

COMCAST
BUSINESS

2018-08-21

B4B

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FI-4736723-dkeen	MSA Term: 60 months	Account Name: Town of Pembroke Park
CUSTOMER INFORMATION		
Primary Contact: Mark Pakula		<u>Primary Contact Address Information</u>
Title: Manager		Address 1: 3115 SW 52nd ave
Phone: (954) 701-4345		Address 2:
Cell:		City: Pembroke Park
Fax:		State: FL
Email: mpakula@bellsouth.net		Zip Code: 33023

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature: 	
Name: ROBERT A LEVY	
Title: TOWN MGR.	
Date: 6/18/15	
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Dale Keenan
Name:	Sales Rep Email: dale_keenan@cable.comcast.com
Title:	Region: Florida
Date:	Division: Central

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
MICHAEL L. SEIGER
ALENA LULCHAK

*Board Certified City,
County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

MEMORANDUM

To: Ashira Mohammed, Mayor-Commissioner
Howard P. Clark, Jr., Vice Mayor-Commissioner
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuveille, Commissioner
Agatha Muse-Salters, Town Manager
Newall J. Daughtry, Assistant Town Manager
Mark Pakula, Information Technology Director

From: Michael L. Seiger, Esq. /MS/

Re: Proposed Agreement with Comcast for Internet and Voice Services

Date: November 5, 2019

Our File Number: 24475E

Information Technology Director Mark Pakula requested that our law firm advise Town regarding a proposed agreement with Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") for internet and telephone services. Director Pakula stated that Town is currently under contract with Comcast and AT&T Corporation for internet and telephone services, respectively, but would prefer to consolidate both services with Comcast, while upgrading the features of said services and reducing the overall cost to the Town. Comcast is offering internet, network, and telephone services to the Town at a total price of \$2,983.70 per month for a term of 60 months, or a total of \$179,022.00 for the term.

Section 2-126(a), Pembroke Park Code of Ordinances, provides that "[a] purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than \$25,000.00 shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein."

Section 2-126(c)(7)(F), Pembroke Park Code of Ordinances, provides that “[u]tilities, including but not limited to electric, water and **communications**” are exempt from the competitive bidding requirements of Section 2-126.

It is our law firm’s opinion that the Town may enter into a service order agreement with Comcast for communications services, subject to Town Commission approval, because while the contract is valued at over \$25,000.00, it is excluded from the Town’s competitive bidding requirements as a contract for utilities, specifically communications.

AGENDA ITEM REPORT



To:

Subject: Renewal of Barracuda 490 Backup Server

Meeting: Workshop Meeting - 06 Nov 2019

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

We are currently using the Barracuda 490 As the Towns backup system this is to renew that system for the next five years.

FINANCIAL IMPACT:

\$23,798.00 over five years this is a budgeted item.

RECOMMENDATION:

That the Commission Renews the Backup Server for the Town's backup. and that we should purchase the renewal from CSPI they have the best price for the renewal.

ATTACHMENTS:

[CSPI Barracuda 5 YR](#)

[PCM-G Barracuda 5 Year](#)

[CDW-G Barracuda 5 Year](#)

[SHI Barracuda 5 Year](#)

Finance director, Finance & Budget Director	Status: Approved - Oct 16 2019
Town Attorney, Town Attorney	Approved - Nov 05 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Nov 06 2019
Agatha Muse-Salters, Town Manager	Approved - Nov 06 2019



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

0320-18407

Date: 11/05/2019

Customer

Town Of Pembroke Park

Customer Purchase Order:

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

Project Name: Barracuda Renewal - 5 Year

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: 954-701-4345

Email: mpakula@townofpembrokepark.com

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	BBS490a	Barracuda Backup Server 490 - GSA #GS-35F-0511T	\$0.00	\$0.00
2	1	BBS490a-e5	Barracuda Backup Server 490 5 Year EU	\$4,756.00	\$4,756.00
3	1	BBS490a-h5	Barracuda Backup Server 490 5 Year IR	\$5,816.00	\$5,816.00
4	1	BBS490a-b5	Barracuda Backup Server 490 5 Year Unlimited Cloud Storage	\$13,226.00	\$13,226.00
				Sub Total:	\$23,798.00
				Shipping:	TBD
				Tax:	\$0.00
				Total:	\$23,798.00

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.

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

Quote Number:	3305878	Created By:	Daniel Berrios
Description:	Barracuda Renewal	Created Date:	10/15/2019 05:34:42 AM
Contact Name:	Mark Pakula	Modified By:	Daniel Berrios
Contact Email:	mpakula@townofpembrokepark.com	Modified Date:	10/15/2019 05:37:02 AM
PO Number:		Order Notes:	
Phone Number:	(954) 701-4345		
Ship Via:	Best Way - Ground		

BILL TO

TOWN OF PEMBROKE PARK (10017014)
3150 SW 52ND AVE
PEMBROKE PARK FL 33023
Phone Number: (786) 257-3505

SHIP TO

TOWN OF PEMBROKE PARK (10017014)
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

QUOTE ITEMS

Description	Avail	Qty	Price	Ext Price
System 1				
 Backup Server Appliance 490 Instant Replacement Subscription 1 Month Special Pricing Ends 11/30/19 Mfr: BARRACUDA Mfr #: BBS490a-h	0	60	97.15	5,829.00
 Backup Server Appliance 490 Energize Updates Subscription 1 Month Special Pricing Ends 11/30/19 Mfr: BARRACUDA Mfr #: BBS490a-e	59994	60	79.47	4,768.20
 Backup Server Appliance 490 Unlimited Cloud Storage Subscription 1 Month Special Pricing Ends 11/30/19 Mfr: BARRACUDA Mfr #: BBS490a-b	59994	60	220.89	13,253.40
			System Subtotal in USD:	23,850.60
			Subtotal in USD:	23,850.60
			Best Way - Ground Shipping:	0.00
			Total Tax:	0.00
			Total:	23,850.60

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

Availability is based on ETAs provided by the vendors on the day this quote was generated.

Times listed are Pacific Standard Time (PST).

QUOTE CONFIRMATION



DEAR MARK PAKULA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KXZP140	10/15/2019	KXZP140	8245953	\$24,592.20

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda Instant Replacement - extended service agreement - 1 month - ship Mfg. Part#: BBS490A-H UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	60	5754698	\$100.16	\$6,009.60
Barracuda Energize Updates - virus definitions update - 1 month Mfg. Part#: BBS490A-E UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	60	5754697	\$81.94	\$4,916.40
Barracuda Backup Server Unlimited Cloud Storage - subscription license (1 m Mfg. Part#: BBS490A-B UNSPSC: 43233415 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	60	5754829	\$227.77	\$13,666.20

PURCHASER BILLING INFO	SUBTOTAL	\$24,592.20
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTHWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$24,592.20
DELIVER TO	Please remit payments to:	
Shipping Address: TOWN OF PEMBROKE PARK MARK PAKULA 3150 SOUTHWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mike Buckley

(866) 668-9496

mikbuck@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Pricing Proposal
Quotation #: 17893490
Created On: Oct-15-2019
Valid Until: Nov-14-2019

Town of Pembroke Park

Mark Pakula

FL
33023
Phone: 954-701-4345
Fax:
Email: mpakula@townofpembrokepark.com

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS490a Barracuda Networks - Part#: BBS490A-H	60	\$100.22	\$6,013.20
2 Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS490a Barracuda Networks - Part#: BBS490A-E	60	\$81.98	\$4,918.80
3 Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS490a Barracuda Networks - Part#: BBS490A-B	60	\$227.86	\$13,671.60
Total			\$24,603.60

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

AGENDA ITEM REPORT



To:

Subject: Changing out our existing Barracuda 350 Mail Archiving server for a Cloud-based solution.

Meeting: Workshop Meeting - 06 Nov 2019

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

For us to migrate to Office 365, we will need to change out our Barracuda 350 for a cloud-based solution. The unit we currently have will not work with Office 365. Also, when we migrate from the old server to the new one at no time will we lose any mail, we will be able to maintain all correspondence coming into the Town. I recommend that we Purchase the Upgrade from **CSPI** as they are the ones that have our existing contract. They are offering the Town a credit for our current commitment.

FINANCIAL IMPACT:

\$ 7,700.00 over 5 years

RECOMMENDATION:

That the Commission approve changing out the Barracuda mail Archiver 350 for a cloud-based solution to work with Office 365, I would also ask that the Commission adopt an extra amount for growth as we add new employees. This quote is based on 35 users. I would ask the Commission to approve not to exceed \$11,000.00.

ATTACHMENTS:

[CSPI Barracuda \(Credits Included\)](#)

[Acrordis Barracudda 350 5 year](#)

[SHI Barracuda 350 5 year](#)

Finance director, Finance & Budget Director	Status: Approved - Oct 23 2019
Town Attorney, Town Attorney	Approved - Nov 05 2019
Newall J. Daughtrey, Assistant Town Manager	Approved - Nov 06 2019
Agatha Muse-Salters, Town Manager	Approved - Nov 06 2019

**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**0320-18408****Date: 11/05/2019****Customer****Town Of Pembroke Park****Customer Purchase Order:****Representative: Bob Palmisano**
(bob.palmisano@cspi.com)**Project Name: Barracuda Total Email Protection Bundle (5 Year)****End User Registration Details:****FOB:**

Name: Mark Pakula

Phone: 954-701-4345

Email: mpakula@townofpembrokepark.com

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	35	BTEP100A60	Barracuda Total Email Protection Bundle 5 Year User License	\$220.00	\$7,700.00
2	1	GSA	GSA #GS-35F-0511T	\$0.00	\$0.00
				Sub Total:	\$7,700.00
				Shipping:	\$0.00
				Tax:	\$0.00
				Total:	\$7,700.00

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.

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



Pricing Proposal
Quotation #: 17823961
Created On: Oct-01-2019
Valid Until: Oct-31-2019

Town of Pembroke Park

Mark Pakula

FL
33023
Phone: 954-701-4345
Fax:
Email: mpakula@townofpembrokepark.com

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Total Email Protection - Subscription license - 1 user - hosted Barracuda Networks - Part#: BTEP Note: 5 years for 35 users	2100	\$7.92	\$16,632.00
Total			\$16,632.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

IncidentNumber	SignalDesc	City	Zone	CreateTime	DispatchTime	ArrivalTime	ClosedTime	Priority
FPK19100100001451	SICK PERSON	PK	27A	10/1/2019	10/1/2019	10/1/2019	10/1/2019	4
FPK19100100001452	UNCONSCIOUS OR FAINTING	PK	27Y2	10/1/2019	10/1/2019	10/1/2019	10/1/2019	1
FPK19100100001453	ACCIDENT HIGHWAY	PK	27Y2	10/1/2019	10/1/2019	10/1/2019	10/1/2019	2
FPK19100100001454	FALL INJURY	PK	27A	10/1/2019	10/1/2019	10/1/2019	10/1/2019	3
FPK19100200001455	ABDOMINAL PAIN	PK	27A	10/2/2019	10/2/2019	10/2/2019	10/2/2019	2
FPK19100200001456	VEHICLE FIRE	PK	27Y2	10/2/2019	10/2/2019	1/1/0001	10/2/2019	2
FPK19100200001457	CHEST PAINS NON-TRAUMATIC	PK	27B	10/2/2019	10/2/2019	10/2/2019	10/2/2019	1
FPK19100200001458	MENTAL ILLNESS	PK	27B	10/2/2019	10/2/2019	10/2/2019	10/2/2019	4
FPK19100200001459	SUICIDE THREAT	PK	27B	10/2/2019	10/2/2019	1/1/0001	10/2/2019	3
FPK19100300001460	TROUBLE BREATHING	PK	27A	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001461	ABDOMINAL PAIN	PK	27B	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001462	FIRE OR MEDICAL SERVICE CALL	PK	27A	10/3/2019	10/3/2019	1/1/0001	10/3/2019	4
FPK19100300001463	ACCIDENT HIGHWAY	PK	27Y2	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001464	ACCIDENT HIGHWAY	PK	27Y1	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001465	FIGHT	PK	27B	10/3/2019	10/3/2019	10/3/2019	10/3/2019	3
FPK19100300001466	ACCIDENT HIGHWAY	PK	27Y2	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001467	UNKNOWN MEDICAL	PK	27B	10/3/2019	10/3/2019	10/3/2019	10/3/2019	3
FPK19100300001468	HEMORRHAGE OR LACERATION	PK	27A	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001469	ACCIDENT HIGHWAY	PK	27Y1	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001470	FALL INJURY	PK	27A	10/3/2019	10/3/2019	10/3/2019	10/3/2019	3
FPK19100300001471	SICK PERSON	PK	27B	10/3/2019	10/3/2019	10/3/2019	10/3/2019	4
FPK19100300001472	ACCIDENT HIGHWAY	PK	27Y1	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100300001473	FIRE OR MEDICAL SERVICE CALL	PK	27B	10/3/2019	10/3/2019	10/3/2019	10/3/2019	4
FPK19100300001474	SICK PERSON	PK	27A	10/3/2019	10/3/2019	10/3/2019	10/3/2019	4
FPK19100300001475	OVERDOSE OR POISONING	PK	27A	10/3/2019	10/3/2019	10/3/2019	10/3/2019	2
FPK19100400001476	RESIDENTIAL FIRE	PK	27B	10/4/2019	10/4/2019	1/1/0001	10/4/2019	1
FPK19100400001477	HEMORRHAGE OR LACERATION	PK	27A	10/4/2019	10/4/2019	10/4/2019	10/4/2019	2
FPK19100400001478	SICK PERSON	PK	27A	10/4/2019	10/4/2019	1/1/0001	10/4/2019	4
FPK19100400001479	INJURY	PK	27B	10/4/2019	10/4/2019	10/4/2019	10/4/2019	3
FPK19100400001480	FIRE OR MEDICAL SERVICE CALL	PK	27B	10/4/2019	10/4/2019	1/1/0001	10/5/2019	4
FPK19100500001481	ACCIDENT HIGHWAY	PK	27Y1	10/5/2019	10/5/2019	10/5/2019	10/5/2019	2

FPK19100500001482	SICK PERSON	PK	27A	10/5/2019	10/5/2019	10/5/2019	10/5/2019	4
FPK19100500001483	TRAFFIC ACCIDENT STANDBY	PK	27Y1	10/5/2019	1/1/0001	1/1/0001	10/5/2019	4
FPK19100500001484	SICK PERSON	PK	27A	10/5/2019	10/5/2019	10/5/2019	10/5/2019	4
FPK19100600001485	SICK PERSON	PK	27A	10/6/2019	10/6/2019	10/6/2019	10/6/2019	4
FPK19100600001486	UNCONSCIOUS OR FAINTING	PK	27A	10/6/2019	10/6/2019	10/6/2019	10/6/2019	1
FPK19100700001487	SEIZURE	PK	27B	10/7/2019	10/7/2019	10/7/2019	10/7/2019	2
FPK19100700001488	FALL INJURY	PK	27A	10/7/2019	10/7/2019	10/7/2019	10/7/2019	3
FPK19100700001489	ACCIDENT WITH INJURIES	PK	27Y2	10/7/2019	10/7/2019	1/1/0001	10/7/2019	2
FPK19100700001490	FIRE ALARM - COMMERCIAL STR	PK	27B	10/7/2019	10/7/2019	10/7/2019	10/7/2019	3
FPK19100700001491	FIRE OR MEDICAL SERVICE CALL	PK	27A	10/7/2019	10/7/2019	10/7/2019	10/7/2019	4
FPK19100700001492	FIRE OR MEDICAL SERVICE CALL	PK	27B	10/7/2019	10/7/2019	10/7/2019	10/7/2019	4
FPK19100800001493	FIRE ALARM	PK	27B	10/8/2019	10/8/2019	10/8/2019	10/8/2019	3
FPK19100800001494	TROUBLE BREATHING	PK	27A	10/8/2019	10/8/2019	10/8/2019	10/8/2019	2
FPK19100800001495	UNCONSCIOUS OR FAINTING	PK	27B	10/8/2019	10/8/2019	10/8/2019	10/8/2019	1
FPK19100800001496	UNCONSCIOUS OR FAINTING	PK	27B	10/8/2019	10/8/2019	10/8/2019	10/8/2019	1
FPK19100900001497	FALL INJURY	PK	27A	10/9/2019	10/9/2019	10/9/2019	10/9/2019	3
FPK19100900001498	FALL INJURY	PK	27B	10/9/2019	10/9/2019	10/9/2019	10/9/2019	3
FPK19100900001499	UNCONSCIOUS OR FAINTING	PK	27A	10/9/2019	10/9/2019	10/9/2019	10/9/2019	1
FPK19100900001500	UNCONSCIOUS OR FAINTING	PK	27A	10/9/2019	1/1/0001	1/1/0001	10/9/2019	1
FPK19100900001501	FALL INJURY	PK	27B	10/9/2019	10/9/2019	10/9/2019	10/9/2019	3
FPK19100900001502	SICK PERSON	PK	27B	10/9/2019	10/9/2019	10/9/2019	10/9/2019	4
FPK19100900001503	ABDOMINAL PAIN	PK	27A	10/9/2019	10/9/2019	10/9/2019	10/9/2019	2
FPK19100900001504	ACCIDENT HIGHWAY	PK	27Y1	10/9/2019	10/9/2019	10/9/2019	10/9/2019	2
FPK19100900001505	CHEST PAINS NON-TRAUMATIC	PK	27A	10/9/2019	10/9/2019	10/9/2019	10/9/2019	1
FPK19101000001506	ACCIDENT WITH INJURIES	PK	27Y2	10/10/2019	10/10/2019	10/10/2019	10/10/2019	2
FPK19101000001507	ACCIDENT HIGHWAY	PK	27Y2	10/10/2019	1/1/0001	1/1/0001	10/10/2019	4
FPK19101000001508	ACCIDENT ROLLOVER OR EXTRIC.	PK	27Y1	10/10/2019	10/10/2019	10/10/2019	10/10/2019	1
FPK19101100001509	TROUBLE BREATHING	PK	27B	10/11/2019	10/11/2019	10/11/2019	10/11/2019	2
FPK19101100001510	ACCIDENT WITH INJURIES	PK	27A	10/11/2019	10/11/2019	10/11/2019	10/11/2019	2
FPK19101100001511	ACCIDENT HIGHWAY	PK	27Y1	10/11/2019	10/11/2019	10/11/2019	10/11/2019	2
FPK19101200001512	TROUBLE BREATHING	PK	27B	10/12/2019	10/12/2019	10/12/2019	10/12/2019	2
FPK19101200001513	ACCIDENT WITH INJURIES	PK	27B	10/12/2019	10/12/2019	10/12/2019	10/12/2019	2

FPK19101200001514	ACCIDENT WITH INJURIES	PK	27B	10/12/2019	1/1/0001	1/1/0001	10/12/2019	2
FPK19101200001515	DIABETIC	PK	27B	10/12/2019	10/12/2019	10/12/2019	10/12/2019	2
FPK19101300001516	SICK PERSON	PK	27A	10/13/2019	10/13/2019	10/13/2019	10/13/2019	4
FPK19101300001517	CHEST PAINS NON-TRAUMATIC	PK	27A	10/13/2019	10/13/2019	10/13/2019	10/13/2019	1
FPK19101300001518	ACCIDENT WITH INJURIES	PK	27Y2	10/13/2019	10/13/2019	10/13/2019	10/13/2019	2
FPK19101300001519	SHOOTING	PK	27B	10/13/2019	10/13/2019	10/13/2019	10/13/2019	1
FPK19101400001520	ACCIDENT WITH INJURIES	PK	27B	10/14/2019	10/14/2019	10/14/2019	10/14/2019	2
FPK19101400001521	UNCONSCIOUS OR FAINTING	PK	27A	10/14/2019	10/14/2019	10/14/2019	10/14/2019	1
FPK19101400001522	INJURY	PK	27Y1	10/14/2019	10/14/2019	10/14/2019	10/14/2019	3
FPK19101400001523	TRAFFIC ACCIDENT STANDBY	PK	27B	10/14/2019	10/14/2019	10/14/2019	10/14/2019	4
FPK19101400001524	FALL INJURY	PK	27B	10/14/2019	10/14/2019	10/14/2019	10/14/2019	3
FPK19101400001525	UNCONSCIOUS OR FAINTING	PK	27A	10/14/2019	10/14/2019	10/14/2019	10/14/2019	1
FPK19101500001526	FIRE ALARM	PK	27A	10/15/2019	10/15/2019	1/1/0001	10/15/2019	3
FPK19101500001527	FALL NO INJURY	PK	27B	10/15/2019	10/15/2019	10/15/2019	10/15/2019	4
FPK19101500001528	UNCONSCIOUS OR FAINTING	PK	27B	10/15/2019	10/15/2019	1/1/0001	10/15/2019	1
FPK19101500001529	COMMERCIAL STRUCTURE FIRE	PK	27A	10/15/2019	10/15/2019	10/15/2019	10/15/2019	1
FPK19101500001530	ACCIDENT WITH INJURIES	PK	27B	10/15/2019	10/15/2019	10/15/2019	10/15/2019	2
FPK19101600001531	FALL INJURY	PK	27A	10/16/2019	10/16/2019	10/16/2019	10/16/2019	3
FPK19101600001532	UNCONSCIOUS OR FAINTING	PK	27B	10/16/2019	10/16/2019	10/16/2019	10/16/2019	1
FPK19101600001533	ACCIDENT WITH INJURIES	PK	27B	10/16/2019	10/16/2019	10/16/2019	10/16/2019	2
FPK19101700001534	TROUBLE BREATHING	PK	27B	10/17/2019	10/17/2019	10/17/2019	10/17/2019	2
FPK19101700001535	HEMORRHAGE OR LACERATION	PK	27A	10/17/2019	10/17/2019	10/17/2019	10/17/2019	2
FPK19101700001536	TROUBLE BREATHING	PK	27A	10/17/2019	10/17/2019	10/17/2019	10/17/2019	2
FPK19101700001537	SICK PERSON	PK	27B	10/17/2019	10/17/2019	10/17/2019	10/17/2019	4
FPK19101700001538	ACCIDENT WITH INJURIES	PK	27Y2	10/17/2019	10/17/2019	10/17/2019	10/17/2019	2
FPK19101700001539	COMMERCIAL STRUCTURE FIRE	PK	27B	10/17/2019	10/17/2019	10/17/2019	10/17/2019	1
FPK19101700001540	ACCIDENT WITH INJURIES	PK	27B	10/17/2019	10/17/2019	10/17/2019	10/17/2019	2
FPK19101700001541	FIRE ALARM - MULTI-FAMILY	PK	27A	10/17/2019	10/17/2019	10/17/2019	10/17/2019	3
FPK19101700001542	FALL INJURY	PK	27A	10/17/2019	10/17/2019	10/17/2019	10/17/2019	3
FPK19101700001543	FIRE ALARM - COMMERCIAL STR	PK	27A	10/17/2019	10/17/2019	10/17/2019	10/17/2019	3
FPK19101800001544	SICK PERSON	PK	27B	10/18/2019	10/18/2019	10/18/2019	10/18/2019	4
FPK19101800001545	SICK PERSON	PK	27B	10/18/2019	10/18/2019	10/18/2019	10/18/2019	4

FPK19101900001546	SEIZURE	PK	27B	10/19/2019	10/19/2019	10/19/2019	10/19/2019	2
FPK19101900001547	FALL INJURY	PK	27A	10/19/2019	10/19/2019	10/19/2019	10/19/2019	3
FPK19101900001548	FALL INJURY	PK	27A	10/19/2019	10/19/2019	10/19/2019	10/19/2019	3
FPK19101900001549	UNKNOWN MEDICAL	PK	27Y1	10/19/2019	10/19/2019	10/19/2019	10/19/2019	3
FPK19101900001550	FIRE OR MEDICAL SERVICE CALL	PK	27A	10/19/2019	10/19/2019	10/19/2019	10/19/2019	4
FPK19102000001551	TROUBLE BREATHING	PK	27A	10/20/2019	10/20/2019	10/20/2019	10/20/2019	2
FPK19102000001552	FALL INJURY	PK	27A	10/20/2019	10/20/2019	10/20/2019	10/20/2019	3
FPK19102000001553	MULTIFAMILY STRUCTURE FIRE (	PK	27A	10/20/2019	10/20/2019	10/20/2019	10/20/2019	1
FPK19102000001554	FALL INJURY	PK	27B	10/20/2019	10/20/2019	10/20/2019	10/20/2019	3
FPK19102000001555	OVERDOSE OR POISONING	PK	27B	10/20/2019	10/20/2019	10/20/2019	10/20/2019	2
FPK19102000001556	CHEST PAINS NON-TRAUMATIC	PK	27B	10/20/2019	10/20/2019	10/20/2019	10/20/2019	1
FPK19102000001557	UNKNOWN MEDICAL	PK	27B	10/20/2019	10/20/2019	10/20/2019	10/20/2019	3
FPK19102000001558	FALL INJURY	PK	27A	10/20/2019	10/20/2019	10/20/2019	10/20/2019	3
FPK19102100001559	ACCIDENT HIGHWAY	PK	27Y1	10/21/2019	10/21/2019	10/21/2019	10/21/2019	2
FPK19102100001560	UNCONSCIOUS OR FAINTING	PK	27A	10/21/2019	10/21/2019	10/21/2019	10/21/2019	1
FPK19102100001561	ACCIDENT WITH INJURIES	PK	27B	10/21/2019	10/21/2019	10/21/2019	10/21/2019	2
FPK19102100001562	MENTAL ILLNESS	PK	27B	10/21/2019	10/21/2019	10/21/2019	10/21/2019	4
FPK19102100001563	CHEST PAINS NON-TRAUMATIC	PK	27A	10/21/2019	10/21/2019	10/21/2019	10/21/2019	1
FPK19102100001564	FALL INJURY	PK	27A	10/21/2019	10/21/2019	10/21/2019	10/21/2019	3
FPK19102100001565	SICK PERSON	PK	27A	10/21/2019	10/21/2019	10/21/2019	10/21/2019	4
FPK19102100001566	HIT AND RUN WITH INJURIES	PK	27B	10/21/2019	10/21/2019	10/21/2019	10/21/2019	2
FPK19102100001567	TROUBLE BREATHING	PK	27A	10/21/2019	10/21/2019	10/21/2019	10/21/2019	2
FPK19102200001568	ELEVATOR RESCUE	PK	27A	10/22/2019	10/22/2019	10/22/2019	10/22/2019	4
FPK19102200001569	SICK PERSON	PK	27B	10/22/2019	10/22/2019	1/1/0001	10/22/2019	4
FPK19102300001570	SICK PERSON	PK	27B	10/23/2019	10/23/2019	10/23/2019	10/23/2019	4
FPK19102300001571	ABDOMINAL PAIN	PK	27A	10/23/2019	10/23/2019	10/23/2019	10/23/2019	2
FPK19102300001572	COMMERCIAL STRUCTURE FIRE	PK	27B	10/23/2019	10/23/2019	10/23/2019	10/23/2019	1
FPK19102400001573	ACCIDENT WITH INJURIES	PK	27A	10/24/2019	10/24/2019	10/24/2019	10/24/2019	2
FPK19102400001574	INJURY	PK	27Y1	10/24/2019	10/24/2019	10/24/2019	10/24/2019	3
FPK19102400001575	CHEST PAINS NON-TRAUMATIC	PK	27A	10/24/2019	10/24/2019	10/24/2019	10/24/2019	1
FPK19102400001576	ACCIDENT WITH INJURIES	PK	27A	10/24/2019	1/1/0001	1/1/0001	10/24/2019	2
FPK19102500001577	INJURY	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	3

FPK19102500001578	UNCONSCIOUS OR FAINTING	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	1
FPK19102500001579	ACCIDENT HIGHWAY	PK	27Y1	10/25/2019	10/25/2019	10/25/2019	10/25/2019	2
FPK19102500001580	TROUBLE BREATHING	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	2
FPK19102500001581	SICK PERSON	PK	27B	10/25/2019	10/25/2019	10/25/2019	10/25/2019	4
FPK19102500001582	TROUBLE BREATHING	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	2
FPK19102500001583	CHEST PAINS NON-TRAUMATIC	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	1
FPK19102500001584	MENTAL ILLNESS	PK	27A	10/25/2019	10/25/2019	1/1/0001	10/25/2019	4
FPK19102500001585	MENTAL ILLNESS	PK	27A	10/25/2019	10/25/2019	10/25/2019	10/25/2019	4
FPK19102500001586	TRAFFIC ACCIDENT STANDBY	PK	27B	10/25/2019	1/1/0001	1/1/0001	10/25/2019	4
FPK19102600001587	FALL INJURY	PK	27A	10/26/2019	10/26/2019	10/26/2019	10/26/2019	3
FPK19102600001588	TROUBLE BREATHING	PK	27B	10/26/2019	10/26/2019	10/26/2019	10/26/2019	2
FPK19102600001589	ACCIDENT HIGHWAY	PK	27Y2	10/26/2019	10/26/2019	10/26/2019	10/26/2019	2
FPK19102600001590	SICK PERSON	PK	27B	10/26/2019	10/26/2019	10/26/2019	10/26/2019	4
FPK19102600001591	ACCIDENT HIGHWAY	PK	27Y2	10/26/2019	10/26/2019	10/26/2019	10/26/2019	2
FPK19102600001592	ACCIDENT HIGHWAY	PK	27Y2	10/26/2019	10/26/2019	10/26/2019	10/26/2019	2
FPK19102600001593	CARDIAC/RESPIRATORY ARREST	PK	27B	10/26/2019	10/26/2019	10/26/2019	10/26/2019	1
FPK19102600001594	SUICIDE ATTEMPT	HD	27B	10/26/2019	10/26/2019	1/1/0001	10/26/2019	2
FPK19102700001595	ACCIDENT HIGHWAY	PK	27Y2	10/27/2019	10/27/2019	10/27/2019	10/27/2019	2
FPK19102700001596	ACCIDENT WITH INJURIES	PK	27A	10/27/2019	10/27/2019	10/27/2019	10/27/2019	2
FPK19102700001597	FALL INJURY	PK	27A	10/27/2019	10/27/2019	10/27/2019	10/27/2019	3
FPK19102700001599	ASSAULT	PK	27B	10/27/2019	10/27/2019	10/27/2019	10/27/2019	3
FPK19102800001600	FALL INJURY	PK	27A	10/28/2019	10/28/2019	10/28/2019	10/28/2019	3
FPK19102800001601	INJURY	PK	27A	10/28/2019	10/28/2019	10/28/2019	10/28/2019	3
FPK19102800001602	UNCONSCIOUS OR FAINTING	PK	27B	10/28/2019	10/28/2019	10/28/2019	10/28/2019	1
FPK19102800001603	SICK PERSON	PK	27A	10/28/2019	10/28/2019	10/28/2019	10/28/2019	4
FPK19102900001604	FALL INJURY	PK	27A	10/29/2019	10/29/2019	10/29/2019	10/29/2019	3
FPK19102900001605	SICK PERSON	PK	27A	10/29/2019	10/29/2019	1/1/0001	10/29/2019	4
FPK19102900001606	ACCIDENT HIGHWAY	PK	27Y2	10/29/2019	10/29/2019	10/29/2019	10/29/2019	2
FPK19102900001607	BACK PAIN	PK	27B	10/29/2019	10/29/2019	10/29/2019	10/29/2019	3
FPK19102900001608	TRAFFIC ACCIDENT STANDBY	PK	27B	10/29/2019	10/29/2019	10/29/2019	10/29/2019	4
FPK19102900001609	HEMORRHAGE OR LACERATION	PK	27B	10/29/2019	10/29/2019	10/29/2019	10/29/2019	2
FPK19102900001610	HEMORRHAGE OR LACERATION	PK	27B	10/29/2019	10/29/2019	10/29/2019	10/29/2019	2

FPK19102900001611	UNKNOWN MEDICAL	PK	27A	10/29/2019	10/29/2019	10/29/2019	10/29/2019	3
FPK19103000001612	UNKNOWN MEDICAL	HD	27Y2	10/30/2019	10/30/2019	1/1/0001	10/30/2019	3
FPK19103000001613	UNCONSCIOUS OR FAINTING	PK	27B	10/30/2019	10/30/2019	10/30/2019	10/30/2019	1
FPK19103000001614	SICK PERSON	PK	27A	10/30/2019	10/30/2019	10/30/2019	10/30/2019	4
FPK19103000001615	UNCONSCIOUS OR FAINTING	PK	27A	10/30/2019	10/30/2019	10/30/2019	10/30/2019	1
FPK19103000001616	SICK PERSON	PK	27A	10/30/2019	10/30/2019	10/30/2019	10/30/2019	4
FPK19103100001617	ACCIDENT HIGHWAY	PK	27Y2	10/31/2019	10/31/2019	10/31/2019	10/31/2019	2
FPK19103100001618	INJURY	PK	27B	10/31/2019	10/31/2019	10/31/2019	10/31/2019	3
FPK19103100001619	TROUBLE BREATHING	PK	27A	10/31/2019	10/31/2019	10/31/2019	10/31/2019	2
FPK19103100001620	FALL INJURY	PK	27B	10/31/2019	10/31/2019	10/31/2019	10/31/2019	3
FPK19103100001621	ACCIDENT HIGHWAY	PK	27Y1	10/31/2019	10/31/2019	10/31/2019	10/31/2019	2
FPK19103100001622	TROUBLE BREATHING	PK	27B	10/31/2019	10/31/2019	10/31/2019	10/31/2019	2

S4	40
S25	7
S49	5
S67	113
S68	6
TOTAL	171

Signal	PrimOfficerId1
S20	R27
S20	R27
S20	R27
S20	R27
S25CF	R27
S25CF	E27
S25CF	R27
S25EV	R27
S25MF	BC17
S25RS	R27
S25VF	R227
S31IJ	E7
S32	R27
S32T	R27
S33	R27
S36IJ	R227
S3I	R7
S4	R27
S4	R227
S4	R27
S4	R27
S49CF	R227
S49CF	E7
S49F	R27
S49F	R227
S49MF	R27
S4E	R27
S4H	R27
S4H	R27
S4H	E27
S4H	R27

S4H	R27
S4H	
S4H	R27
S4H	R27
S4H	R27
S4H	R27
S4H	R27
S4H	R27
S4H	E27
S4H	E27
S4H	E27
S4H	E27
S4H	R27
S4H	R27
S4H	R27
S4I	R27
S4I	R27
S4I	R227
S4I	
S4I	R27
S4I	R227
S4I	R27
S4I	R27
S4I	R27
S4I	R27
S4I	R27
S4I	
S4I	R232
S4I	R17
S4I	R27
S4I	
S67AP	R27
S67AP	R27

S67AP	
S67AP	R27
S67BP	R27
S67CP	R27
S67CP	R27
S67CP	R27
S67CP	R27
S67CP	R27
S67CP	R227
S67CP	E27
S67CR	R227
S67DB	R27
S67F	E27
S67FI	E27
S67FI	R27
S67FI	R27
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S67FI	R27
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S67HM	R27
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S67HM	R27
S67IJ	R27
S67IJ	R227
S67IJ	R27
S67IJ	R27
S67IJ	R227
S67IJ	R27
S67OD	R27
S67OD	R27
S67PO	R27
S67PO	R27
S67PO	R27
S67PO	R27
S67PO	R27
S67PO	R27
S67PO	R227
S67PO	R227
S67PO	E27
S67PO	R27
S67PO	R27
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S67SP	R27
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S67TB	R27
S67TB	R227

S67TB	R27
S67UM	R27
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S67UM	R27
S68	R27
S68	R27
S68	R27
S68	R27
S68	R27
S68	R27

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Commissioners
Town of Pembroke Park

CC: Agatha Muse-Salters – Town Manager
Chris Ryan, Esq., Town Attorney
Natasha Joseph, Admin. Services Director / Deputy Town Clerk
Todd Larson, Public Services Director

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: October 28th, 2019

Subject: Sign Code Analysis
General Overview / Gas Station Updates
MMPA Project No. 00-1102-2018

RECOMMENDED TOWN COMMISSION ACTION

MMPA recommends the Town Commission review the contents of this new staff report, our previous staff report and consider various options related to Lighting & Signage related to Gas Stations. At the request of the Town Commission, MMPA provided a comprehensive staff report / analysis on signage in general, with specific commentary on gas stations signage. This was discussed at the August and September 2019 meetings. MMPA was requested to prepare a draft Ordinance that would allow lighting on the exterior canopy facades at gas stations.

ISSUE

At Town Commission meetings earlier this year the Town was being asked to consider granting sign variances for two (2) existing gas stations that were being rebranded (Park Rd. & HBB / HBB & SW 32 Ave.). A discussion occurred about the Town's current Sign Code restrictions. Comments were made by a few commission members stating that perhaps the existing Town Sign Code was too strict, and it may be time to update the Code to allow more modern features / signage. Specifically mentioned were observations that nearby communities had some gas stations with more lighting on canopy facades, in addition to a normal business sign. MMPA was requested to research the issue and report back on our findings and suggestions. MMPA provided a comprehensive staff report / analysis on signage in general, with specific commentary on gas stations signage that was discussed at the August / September 2019 meetings. MMPA was requested to prepare a draft Ordinance for consideration. See the attached documents.

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Commissioners
Town of Pembroke Park

CC: Chris Ryan, Esq., Town Attorney
Natasha Joseph, Admin. Services Director / Deputy Town Clerk
Todd Larson, Public Services Director

From: Michael J. Miller, AICP *[Signature]*
Consultant Town Planner

Date: July 30th, 2019

Subject: Sign Code Analysis
General Overview / Gas Station Updates
MMPA Project No. 00-1102-2018

RECOMMENDED TOWN COMMISSION ACTION

MMPA recommends the Town Commission review the contents of this staff report and consider various options related to Signage in general, and specifically related to Gas Stations.

ISSUE

At a recent Town Commission meeting where the Town was being asked to consider granting sign variances for two (2) existing gas stations that are rebranding (Park Rd. & HBB / HBB & SW 32 Ave.), a discussion occurred about the Town's current Sign Code restrictions. Comments were made by the a few commission members that perhaps the Sign Code was too strict it may be time to update the Code to allow more modern features / signage. Specifically mentioned were observations that nearby communities had some gas stations with more lighting on canopy facades, in addition to a normal business sign. MMPA was requested to research the issue and report back on our findings and suggestions.

TOWN SIGN CODE HISTORY

Town records reveal the Town adopted its own initial Sign Code in 1972 with updates in 1981 and 1985. It is believed prior to 1972 either the Broward County Sign Code or another municipal Sign Code was used. In 1988 a new Sign Code was adopted by the Town. Since then only two amendments are noted (2003 / 2009).

SIGN CODE LEGALITY

Signs and advertising are considered expressions of free speech protected by the U.S. Constitution. Over the years there have been several key legal decisions that have helped to shape the regulation of signs. There are 7 key court decisions and a few other minor decisions, the latest being a major decision in 2015 (Reed vs. Town of Gilbert, Arizona US 135 S. Ct. 2218, 192 L. Ed.). That case essentially invalidated municipal Sign Codes or portions thereof, that treated similar signs differently. The court ruled that sign content must be neutral. For example, if a community allows a temporary sign for a special event, the Code must allow all such signs to be treated the same (event / political / sale). A few communities have updated their Sign Codes since 2015 to comply with the so-called "Gilbert" ruling. In reviewing the Town's existing Sign Code, we find several of the regulations may violate the "Gilbert" ruling guidelines.

A complete Sign Code update is suggested, with legal advice, which may take some time to complete. A few communities have recently updated their Sign Codes to address the above court decision.

Further, as related to gas station signage and appearance, in 2017 the Florida Legislature passed an amendment to the Florida Statutes that regulate "Trade, Commerce, Investments, and Solicitations (Ch. 553.79 F.S), as a political favor to a prominent Miami-Dade County based large-scale gas station owner, that prohibits local governments from adopting or enforcing any aesthetic or sign regulations for gas stations (New Subsection 20). Virtually all counties and cities in the state strongly objected to this statutory change, as it usurps local home rule and overrides community appearance guidelines and have been working to have it repealed or modified. Under the current state leadership that is pro-business / special interest this is difficult. The Town's Sign Code regulates gas station business signs and pricing signs (mandates them). The Town's Sign Code is silent as to some of the other corporate trademark, service marks, trade dress, logos, color patterns, design scheme insignia, and other corporate branding items. However, the Town has adopted an Official Color Palette that might conflict with some of a company's branding color patterns. Town staff has attempted to work with gas station owners to allow expanded colors, signs, corporate branding identity, while trying to protect the Town's appearance. It is almost a given the statute will be reversed shortly – so any site alterations that violate normal design guidelines are being negotiated.

The current state law preempts the Town from adopting or enforcing portions of its Sign Code as related to gas stations. The Town should join with other communities to have this state law provision repealed or modified, as it interferes with home rule authority. It creates a special privilege for one type of business over all others.

TOWN SIGN CODE ALLOWANCES

The current Town Sign Code allows gas stations (like all businesses) to have one primary sign per street frontage attached to a building wall. In addition, gas stations must provide fuel pricing signs on the premises (State law / BC law / Town law). The Town's Code has provisions for letter height, the length of signs, and maximum sign area. MMPA is familiar with many municipal Sign Codes in the area – the Town's provisions are very similar to the other cities. However, some other cities do allow gas pump canopies to incorporate exterior lighting to highlight colors

**Town of Pembroke Park
Sign Code Analysis
General Overview / Gas Station Updates
July 30th, 2019
Page 3**

or signage. The Town's Code currently prohibits exposed bulbs or neon strip lighting to outline a structure. Often lighting fixtures are enclosed and not visible – but the light washes over the canopy surface. The Town's Code is silent as to this type of exterior lighting; therefore, when staff has reviewed building / sign permit plans, we have historically not allowed this.

Pending further study, receiving policy input from the Town Commission on this subject, and processing actual Code amendments, upon the Town Commission's direction, staff can institute more flexibility on lighting.

OTHER SIGN CODE ALLOWANCES

MMPA researched several nearby community's Sign Codes and discussed implementation with their staffs. Most other Sign Codes have very similar provisions to the Town's existing Code. It was mentioned that Hallandale Beach seems to allow more illumination for commercial buildings. Their Sign Code allows lighting to be used as an "architectural embellishment" outlining portions of buildings and they are not defined as signs. Their Sign Code also allows bare bulbs, neon and other exposed strip lighting fixtures. The Town's Sign Code expressly prohibits these types of lighting and define them as signs. Miramar's Sign Code heavily restricts signage, exterior lighting to highlight buildings, and bright building colors (even corporate colors). This is a community policy decision. Commonly most communities restrict signage and exposed lighting fixtures to assist in community aesthetics. Often bright lights and excessive signage is more common in tourist areas vs. suburban residential communities.

Pending receiving policy input from the Town Commission on this subject, staff can institute more flexibility on lighting.

SUMMARY

MMPA was requested to review the existing Town Code provisions related to signs in general, and specifically related to gas stations signage. There are several court decisions and legislative actions that affect the Town's Sign Code provisions. Pending further study and Code amendment preparation we request the Town Commission to discuss these matters further and provide direction to Town staff as set forth herein.

PROPOSED TEXT AMENDMENTS TO PEMBROKE PARK CODE OF ORDINANCES

GAS STATION CANOPY LIGHTING / SIGNAGE

CHAPTER 21 SIGNS AND ADVERTISING

ARTICLE II. - SIGNS

DIVISION 1. - COMPREHENSIVE REGULATIONS AND REQUIREMENTS

Sec. 21-19. - Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the town:

- (1) Animated signs;
- (2) Sidewalk or sandwich signs;
- (3) Snipe signs, with the exception of political signs;
- (4) Banner signs, flags or pennants when used for advertising purposes, except as provided in [section 21-21](#);
- (5) All signs that contain exposed lighting of any type or have the appearance of one of the above types of light fixtures;
- (6) Permanent signs which are illuminated from outside the boundaries of the sign by visible lighting fixtures;
- (7) Roof signs;
- (8) Billboards; except as provided for in [section 21-20](#)(4);
- (9) Advertising benches: people shelters or bus shelters; except by municipal contract;
- (10) Box or cabinet signs; except as allowed by this article;
- (11) Vehicle or trailer signs used on a given location or site in addition to or in lieu of a temporary or permanent sign permitted by this article, unless required by governmental agencies;
- (12) Signs located on sides of buildings unless the structure is located on a corner plot or is the structure is located in excess of one hundred (100) feet from the side of the plot line;
- (13) Painted wall signs not conforming to [section 21-23](#);
- (14) All abandoned signs, sign cabinets, poles, frames, structures and electrical fixtures;
- (15) Window signs, when illuminated;

Last Edited 11/28/19

** Abbreviated Version*

(16) Tenant identification signs, except in the interior or shopping centers:

(17) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in Sec. 21-20(7).

Sec. 21-20. - Permanent signs.

Only such permanent signs as are listed in this section shall be permitted to be erect or maintained upon any building lot, plot or parcel of land, for the following types of land uses:

(7) Gasoline and oil filling stations signs:

a. To the extent that this Ordinance No. 88-9-4 [as amended] conflicts with standards set forth within the County Ordinance No. 80-71, as amended, relative to gasoline pricing signs, the provisions of this section shall apply.

b. Gasoline pricing signs: every person, firm or corporation owning and/or operating a gasoline station or gasoline and oil filling station shall clearly and conspicuously post the prices of all gasoline and/or petroleum products available for sale, in accordance with one of the following standards:

1. Pricing signs shall be architecturally/graphically integrated into each face of a ground box sign, as permitted by subsection (3)h.2. of this section. Pricing signs shall include one (1) price per type of gasoline product dispensed with each displayed in equal size and prominence in not less than eight (8) inches high nor more than sixteen (16) inches high characters, with tenths proportionately sized; with type of service and method of payment in characters not to exceed twenty-five (25) percent of the height of the pricing characters; the pricing sign shall be illuminated in the same manner as the ground box sign.

2. Pricing signs shall be architecturally/graphically integrated into each face of permitted primary/secondary wall sign.

c. The term "exterior lighting" used in this section shall mean any variety of lighting forming an integral part of a building for fueling stations designed or used as an architectural embellishment. Such lighting shall not be considered a sign unless it identifies a business, establishment or activity by name, symbol, figure or lettering. Canopies over fueling pump stations may include exterior lighting fixtures on the exterior surfaces of the canopy structure separately or as part of the business signage. This may include LED, neon or other lighting sources placed within enclosed or concealed architectural features allowing illumination of the canopy surface and/or as part of a the business signage. No exposed bulbs are allowed. All exterior lighting shall comply with the maximum permitted intensity and power source shielding as set forth in Article IV of Chapter 20 of the Town's Code, and shall be mounted and wired as required by the Florida Building Code and the National Electrical Code. Persons desiring to employ such lighting shall obtain a permit from the Town prior to installation.

PROPOSED TEXT AMENDMENTS TO PEMBROKE PARK CODE OF ORDINANCES

GAS STATION CANOPY LIGHTING / SIGNAGE

CHAPTER 21 SIGNS AND ADVERTISING

ARTICLE I. - IN GENERAL

Secs. 21-1—21-15. - Reserved.

ARTICLE II. - SIGNS

DIVISION 1. - COMPREHENSIVE REGULATIONS AND REQUIREMENTS

Sec. 21-16. - Intent.

It shall be the intention of Ordinance No. 88-9-4, set forth herein as sections 21-16 through 21-27, to develop sign criteria which are:

- (1) Compatible with their surroundings;
- (2) Legible under the circumstances in which they are seen;
- (3) Expressive of the identity of individual businesses or organizations or the community as a whole;
- (4) To promote the aesthetics, safety, health, morals, property values, general welfare and the assurance of protection of adequate lighting, energy and air space within the Town by regulation of the posting, displaying, erection, use and maintenance of signs;
- (5) For the sole purpose of identifying businesses and not to permit advertising along trafficways; and
- (6) No sign shall be permitted except in accordance with the provisions of this article.

(Ord. No. 88-9-4, § 1, 9-14-88)

Sec. 21-17. - Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them below:

Advertising means any form of public announcement intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity or entertainment.

Advertising bench means a bench, such as a park or bus bench, for the use of the public and bearing a commercial message. [Advertising benches are] not permitted.

Cross reference— Exception re municipal contract in § 21-19(9).

Last Edited 11/09/10

Full Sign Code Version

Animated sign means a sign which utilizes motion of any part by any means, or displays flashing, oscillating or intermittent lights, but does not include an electronic digital sign with repeatedly changing messages, where each message is not animated but electrically generated and displayed. [Animated signs are] not permitted.

Announcing sign means a temporary sign announcing a project to be under construction or an intended use of the premises in the immediate future.

Banner means a sign having the characters, letters, or illustrations applied to cloth, paper or fabric of any kind with only such material for backing.

Billboard means a structure utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than the property on which the sign is located.

Box or cabinet sign means any sign, the face of which is enclosed, bordered or contained within a boxlike structure, frame or other device.

Building directory sign means any sign, the face of which is enclosed, bordered or contained within a boxlike structure, frame or other device.

Bus bench advertising sign: See Advertising bench.

Canopy sign means a sign attached to or hung from a canopy or covered structure projecting from and supported by a building when the canopy or covered structure extends beyond the building line.

Community service [sign] means a sign which advertises solely a function of a nonprofit organization or corporation and which is not to be posted for a period longer than thirty (30) days.

Display means an arrangement of goods reflecting the occupation or business, wares, or other objects used for the purpose of bringing the subject thereof to the attention of others without the use of characters, ornamentation, letters, symbols, logos or pictures to convey a message to others. Exterior display of goods is not permitted.

Facade means the entire building front, including main street wall face, including any parapet, but not including glass or open areas.

Flag means a piece of cloth often attached to a staff with distinctive colors, patterns or symbolic devices.

Freestanding sign means a sign erected upon a pole or poles or flush to the ground and which is wholly independent of any building for support (Also called a pylon, pole or ground sign).

Garage sale sign means any sign used for the sale of new or used merchandise, owned by the person conducting the sale or his immediate family, and sold at his place of residence.

Ground box sign means a self-supported structure not attached or affixed in any way to a building or any other structure.

Illegal sign means any sign erected in violation of any ordinance in effect in the Town of Pembroke Park.

Illuminated sign means any sign having characters, letters, figures, designs [or outlines illuminated by electric lights or luminous tubes,] whether or not said lights or tubes are physically attached to the sign. [Illuminated signs are] not permitted or allowed in a window area.

Internal illumination means a light source concealed or contained within the sign which becomes visible by shining through a translucent surface.

Item or information means a syllable, symbol, abbreviation, broken plane or discontinued odd shape located in any one sign.

Logo means a symbol used to signify an organization, corporation, business, service or product.

Logotype means the name of a corporation or business, or the like, spelled out in a distinctive, proprietary style of lettering or type. To be approved, this style must be registered with the Trademark Division of the U.S. Patent Office, or approval must be pending. If in a shopping center, height and color of letters must be the same as the center's standard design criteria.

Model sign means a sign which designates a particular dwelling unit design which is not for sale but rather represents other units of a similar design that are for sale.

Municipal sign means a sign erected by the Town which may:

- (1) Advertise upcoming recreational, sporting and civic events;
- (2) Notify the public of projects pending before the Town, such as variances, re-zonings, applications for land development permits, etc., and;
- (3) Public identification signs.

Nameplate sign means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Noncommercial directional or information sign means a sign located on and relating to an activity on the premises upon which the sign is located, e.g., "exit", "entrance", "caution", "no trespassing", etc.; also includes road signs within a road right-of-way to help direct traffic safely throughout the city.

Nonconforming sign means a sign, or advertising structure, existing within the Town limits on the effective date of Ordinance No. 88-9-4, or a sign or advertising structure existing in an area annexed to the Town after the effective date of the ordinance from which sections 21-16 through 21-27 are derived, which by its height, type, content, square foot area, location, use or structural support does not conform to the requirements of this article.

Off-premises real estate project directional sign means a sign not within the boundaries of the real estate project that contains directional information enabling potential purchasers to locate the project within the Town. For the purpose of this article, off-premises directional signs shall not be approved unless they are installed as ground box signs, ten (10) feet within private property, which conform to the Town's sign criteria. No more than three (3) such signs per

project, not larger than six (6) square feet per sign and not more than four (4) feet above the crown of the road shall be allowed in the Town, and not more than one (1) sign per artery shall be allowed. The procedure for obtaining a permit for the sign shall be in accordance with the procedure set forth in section 21-23.

Parapet means a wall extension above the roofline of a building.

Permanent sign means any sign which, when installed, is intended for permanent use. For the purpose of this article any sign with an intended use in excess of twelve (12) months from the installation shall be deemed a permanent sign.

Political sign means any sign which indicates the name, cause or affiliation of anyone seeking public office, or which indicates any issue for which a public election is scheduled to be held.

Primary frontage means that frontage designed by the owner/occupant to be his primary use when his business faces on two (2) streets of at least secondary arterial designation.

Project sign means a sign which identifies the construction of a building, building complex or real estate development of any kind.

Projecting sign means a sign attached to and supported by a building or other structure and which extends at any angle therefrom.

Real estate sign means a sign not exceeding six (6) square feet erected by a residential property owner, or his agent, or for an individual unit in a commercial development, indicating property which is for rent, sale or lease.

Roof sign means a sign erected over or on a roof, extending above the roofline, which is dependent upon the roof, parapet or upper walls of any building for support. [Roof signs are] not permitted.

Shopping center means a group of retail stores, service establishments or any other businesses planned to serve the community or neighborhood, not necessarily owned by one party or a single landowner which are adjacent to and utilizing a common parking area or areas.

Sidewalk or sandwich sign means a movable sign not secured or attached to the ground. [Such signs are] not permitted.

Sign means a device or representation for visual communication other than a display that is used for the purpose of bring the subject thereof to the attention of others.

Sign area means the square foot area enclosed by the perimeter of the aggregate sign face; which a sign composed of letters only is designated to be compatible with a particular architectural style, the sign area is the sum of the area of the smallest contiguous rectangles or circles capable of containing one (1) letter. In all other cases, the area is enclosed by the perimeter line enclosing all letters.

Sign face means the part of the sign that is or can be used for communication purposes visible from one (1) direction.

Snipe sign means a sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or to other objects, with the message appearing thereon not applicable to the present use of the premises or structures upon which the sign is located. With the exception of political signs, snipe signs are not permitted.

Structure means anything constructed or erected which requires location on the ground or which is attached to an object having a location on the ground.

Subdivision sign means a sign designating a subdivision, plat or other division of real property.

Symbol means a graphic device used to signify a use or activity rather than an organization or corporation.

Temporary sign means any sign intended for use not permanent in nature. For the purpose of this article, any sign with an intended use of twelve (12) months or less shall be deemed a temporary sign.

Trailer sign means a portable sign placed in or attached to a trailer. [Such signs are] not permitted unless required by a governmental agency.

Under a canopy sign means a sign permanently affixed to the underside of a shopping center canopy.

Vehicle removable sign means a sign temporarily affixed to a transportation vehicle, inside or outside, for the purpose of advertising.

Vehicle sign means a sign affixed to a transportation vehicle, including automobiles, trucks, boats, trailers and campers, for the purpose of identification.

Wall sign means a sign which is approximately parallel to and supported by any wall or other enclosures.

Window sign means a sign located on a window or within a building or other enclosed structure which is visible from the exterior through a window or other openings. [window signs are] not permitted to be illuminated.

(Ord. No. 88-9-4, § 2, 9-14-88; Ord. No. 09-01-03, § 1, 1-20-09)

Sec. 21-18. - Exempt signs.

(a) *Vehicle signs.* All vehicle signs shall be exempt from all provisions of this article, except when those signs are utilized at a specific location or site for advertising purposes in addition to or in lieu of a permanent or temporary sign as permitted under this Ordinance No. 88-9-4. (see section 21-19 Prohibited signs).

(b) *Instructional signs.* Signs which provide instructions and are located entirely on the property to which they pertain and do not in any way advertise a business and do not exceed two (2) square feet in area; signs identifying restrooms, public telephones, walkways and those of similar nature shall be exempt from the provisions of this article.

(c) *Flags.* The flags, emblems or insignia of any government entity shall be exempt from the provisions of this article, however, in order to prevent commercialization and exploitation of the flag, no more than one (1) of each government entity may be displayed at one time. Flag Day, July 4th and Memorial Day are exempt.

(Ord. No. 88-9-4, § 3, 9-14-88)

Sec. 21-19. - Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the town:

- (1) Animated signs;
- (2) Sidewalk or sandwich signs;
- (3) Snipe signs, with the exception of political signs;
- (4) Banner signs, flags or pennants when used for advertising purposes, except as provided in section 21-21;
- (5) All signs that contain exposed lighting of any type or have the appearance of one of the above types of light fixtures;
- (6) Permanent signs which are illuminated from outside the boundaries of the sign by visible lighting fixtures;
- (7) Roof signs;
- (8) Billboards; except as provided for in section 21-20(4);
- (9) Advertising benches: people shelters or bus shelters; except by municipal contract;
- (10) Box or cabinet signs; except as allowed by this article;
- (11) Vehicle or trailer signs used on a given location or site in addition to or in lieu of a temporary or permanent sign permitted by this article, unless required by governmental agencies;
- (12) Signs located on sides of buildings unless the structure is located on a corner plot or is the structure is located in excess of one hundred (100) feet from the side of the plot line;
- (13) Painted wall signs not conforming to section 21-23;
- (14) All abandoned signs, sign cabinets, poles, frames, structures and electrical fixtures;
- (15) Window signs, when illuminated;
- (16) Tenant identification signs, except in the interior or shopping centers:

(17) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in Sec. 21-20(7).

(Ord. No. 88-9-4, § 4, 9-14-88; Ord. No. 03-12-04, § 1, 12-10-03; Ord. No. 03-12-04, § 1, 12-10-03; Ord. No. 09-01-03, § 2, 1-20-09)

Sec. 21-20. - Permanent signs.

Only such permanent signs as are listed in this section shall be permitted to be erect or maintained upon any building lot, plot or parcel of land, for the following types of land uses:

(1) Single-family, detached and attached (no more than two (2) units in a row): One (1) nameplate sign which shall be permitted shall not exceed one and one-half (1½) square feet of total area per dwelling unit.

(2) Multifamily attached dwellings: One (1) nameplate sign which shall be permitted shall not exceed one and one-half (1½) square feet of total area; ground or wall signs indicating the name of the complex not to exceed the size limitations as delineated in subsection (3)e, hereinbelow.

(3) All nonresidential uses:

a. A wall or canopy identification sign shall be permitted, not to exceed the following size limitations:

1. Maximum height of letters. No wall sign shall have either letters, cabinets or border exceeding eighteen (18) inches in height, provided, however, that the height of such letters/cabinets may be increased in height one (1) inch for each twenty-four (24) feet or major portion thereof setback distance between the front building line and the street property line.

2. Maximum length of sign. To be in proportion to the building/bay frontage occupied by the licensed establishment in accordance with the following:

Primary Building/Bay Frontage	Maximum length
0 to 25 feet	10'0"
26 to 40 feet	12'0"
41 to 55 feet	14'0"
56 to 70 feet	16'0"
71 to 85 feet	18'0"
86 feet and above	20'0"

3. Maximum sign area. No wall sign shall have an area exceeding one (1) square foot for each linear foot of building/bay frontage occupied by the licensed establishment.

b. One (1) nameplate or identification sign is required at the front and the rear entrances of all the bays/buildings both existing and those constructed subsequent to the effective date of this section, with letters not in excess of three (3) inches in height and the sign area not in excess of three (3) square feet and which must state the name and address of the licensed establishment. Existing structures shall have ninety (90) days subsequent to the effective date of this section to comply with this provision. The front door shall bear the address in three-inch characters.

c. Hours-of-business sign shall be permitted on a door or adjacent window with letters not in excess of two (2) inches in height and total area not in excess of two (2) square feet.

d. Movie theaters shall be permitted an additional sign to those listed in subsections a. and b. to display changeable copy not to exceed fifty (50) square feet in sign area. Multiple theaters shall be permitted additional sign area not to exceed twenty-five (25) square feet per additional screen.

e. One (1) ground box sign or ground sign in a shopping center indicating the name of the center, not to exceed the size limitations as delineated hereinbelow. A second ground box sign or ground sign will be permitted indicating the name of the center if such center fronts on two (2) main thoroughfares of at least secondary arterial designation (eighty-foot right-of-way). This second sign may not exceed the size delineated below:

Width of Right-of-Way (feet)	Maximum Height of Letters/Symbols (inches)	Maximum Sign Area (sq. ft.)	Logo
0 to 50	10	18	1
51 to 80	14	26	1
81 to 100	16	32	1
101 to 120	20	42	1
121 and above	23	48	1

f. Individual business under-canopy signs may be permanently installed in shopping centers perpendicular to the storefront and equidistant between the storefront and the canopy edge, center in the store frontage. Under-canopy signs shall be no longer than fifty (50) percent of the width of the canopy up to a maximum of four (4) feet in width. The height of the sign shall be no more than thirty (30) inches, inclusive of suspension devices. The copy displayed is to be used only to indicate to the public the legal or exact firm name or the main character of the business carried on therein or thereon. Internal illumination is permitted. A minimum of eight (8) feet clearance from the bottom of signs to walkway shall be required. Under-canopy signs shall be suspended by rigid mount so as to prohibit any movement of the sign.

g. When a trademark is incorporated within a sign, the trademark shall not comprise more than twenty (20) percent of the total sign area, provided that the product or services illustrated by the trademark do not constitute the principal business of the establishment.

h. Freestanding buildings:

1. Freestanding structures within shopping centers (out-parcels) shall be permitted one (1) primary wall sign in accordance with the provisions of this section, and one (1) secondary wall sign, which shall not exceed two-thirds ($\frac{2}{3}$) of the size of the primary sign. If the owner chooses not to install a primary and secondary sign, he shall be permitted to erect wall signs on not more than four (4) sides of the building, but only in the secondary size.

2. Freestanding buildings which are not a part of a shopping center: A ground box or ground sign shall be permitted for a freestanding building on a plot with a minimum of one hundred (100) feet of primary frontage. In addition to a ground sign or ground box sign, one of the following may be selected:

Option No. 1: The business may also be permitted to erect a wall or canopy sign facing the primary frontage one-half ($\frac{1}{2}$) the size as delineated in subsection e. hereof.

Option No. 2: If the owner chooses not to use a ground sign, he shall be permitted to erect a wall or marquee sign facing the primary frontage as delineated in subsection e. hereof. He shall also be permitted signs on two (2) side walls, if not facing a residential neighborhood, one-third ($\frac{1}{3}$) the size as delineated in subsection e. hereof.

(4) Nonresidential uses east of CSX Railroad right-of-way:

a. Billboard signs shall be permitted which meet the following standards:

1. Billboard structure shall consist of a single monopole and shall comply with all Florida Building Code requirements.

2. Sign height shall not exceed seventy-five (75) feet above crown of the eastbound lanes of Hallandale Beach Boulevard at the intersection of Hallandale Beach Boulevard and the west boundary of Interstate Highway 95.

3. Each sign face shall be no larger than forty-eight (48) feet wide and fourteen (14) feet high and shall not exceed six hundred seventy-two (672) square feet.

4. No billboard structure shall be located within fifteen hundred (1,500) feet of an existing billboard structure.

(5) All zoning districts:

a. Permanent subdivision signs or project signs shall conform to Town sign criteria and shall not exceed thirty-two (32) square feet in area nor six (6) feet above the crown of any abutting road or street and shall include landscaping.

b. Noncommercial directional or information signs shall not exceed one and one-half (1½) square feet in area and shall conform to the Town's sign criteria.

(6) Municipal signs. Municipal signs must follow the specifications outlined below:

a. Construction and design to be in accordance with the Town's design criteria and specifications for signs.

b. This section shall not apply to any traffic control sign, the design of which is prescribed by state law.

(7) Gasoline and oil filling stations signs:

a. To the extent that this Ordinance No. 88-9-4 [as amended] conflicts with standards set forth within the County Ordinance No. 80-71, as amended, relative to gasoline pricing signs, the provisions of this section shall apply.

b. Gasoline pricing signs: every person, firm or corporation owning and/or operating a gasoline station or gasoline and oil filling station shall clearly and conspicuously post the prices of all gasoline and/or petroleum products available for sale, in accordance with one of the following standards:

1. Pricing signs shall be architecturally/graphically integrated into each face of a ground box sign, as permitted by subsection (3)h.2. of this section. Pricing signs shall include one (1) price per type of gasoline product dispensed with each displayed in equal size and prominence in not less than eight (8) inches high nor more than sixteen (16) inches high characters, with tenths proportionately sized; with type of service and method of payment in characters not to exceed twenty-five (25) percent of the height of the pricing characters; the pricing sign shall be illuminated in the same manner as the ground box sign.

2. Pricing signs shall be architecturally/graphically integrated into each face of permitted primary/secondary wall sign.

c. The term "exterior lighting" used in this section shall mean any variety of lighting forming an integral part of a building for fueling stations designed or used as an architectural embellishment. Such lighting shall not be considered a sign unless it identifies a business, establishment or activity by name, symbol, figure or lettering. Canopies over fueling pump stations may include exterior lighting fixtures on the exterior surfaces of the canopy structure separately or as part of the business signage. This may include LED, neon or other lighting sources placed within enclosed or concealed architectural features allowing illumination of the canopy surface and/or as part of a the business signage. No exposed bulbs are allowed. All exterior lighting shall comply with the maximum permitted intensity and power source shielding as set forth in Article IV of Chapter 20 of the Town's Code, and shall be mounted and wired as required by the Florida Building Code and the National Electrical Code. Persons desiring to employ such lighting shall obtain a permit from the Town prior to installation.

(Ord. No. 88-9-4, § 5, 9-14-88; Ord. No. 09-01-03, § 3, 1-20-09)

Sec. 21-21. - Temporary signs.

Only such temporary signs as are prescribed in this section, which conform to the provisions of this article, shall be permitted to be erected or maintained upon any lot, plot or parcel of land or leasable space. No signs so permitted, however, shall exceed six (6) feet in height above the crown of any abutting road. No wall or window sign shall be permitted higher than the first story. No sign shall be permitted in the public right-of-way.

(1) Real estate signs: Real estate signs are permitted without a permit.

- a. One (1) freestanding sign shall be allowed to be placed along each street property line. Golf course lots and waterfront lots are allowed one (1) additional sign in the rear yard.
- b. For-lease or for-rent or for-sale signs shall be permitted to be displayed on signs not exceeding four (4) square feet in area and no closer than six (6) feet from a property line.
- c. Sign copy may include situation (sale, rent, lease, zoning, size of property, etc.), name of the owner, broker or agent, telephone number, designs or trademarks.
- d. A maximum of three (3) signs may be hung from, or attached to, the approved sign for temporary use announcing additional information (i.e., open, by appointment only, sold, etc.). An open sign may be hung only when the premises are actually available for inspection by the prospective buyer or tenant. In addition, a sold sign may be attached to the sign for a period of ten (10) days subsequent to the date of closing. The maximum permitted size of such signs is eight (8) inches by twenty-four (24) inches.

(2) Announcing signs: Announcing signs are permitted in all zoning districts except R-1, R-4, T-1 and CH-1.

- a. One (1) freestanding sign is allowed per project.
- b. The sign area is not to exceed thirty-two (32) square feet.
- c. The sign copy may include only:
 - 1. Project name;
 - 2. Name of development;
 - 3. Owner or agent;
 - 4. Telephone number.
- d. The sign may be posted for sixty (60) consecutive days at the end of which time the sign shall be removed.
- e. The sign shall be removed prior to the placement of a project sign.

(3) Project signs: Project signs are permitted in all zoning districts.

a. One (1) freestanding sign is allowed per project, per main entrance.

b. The sign area is not to exceed thirty-two (32) square feet in all zoning districts (i.e., four (4) feet by eight (8) feet).

c. The sign copy may include only:

1. Name of project;

2. Nature of development;

3. General contractor;

4. Architect;

5. Lending institution;

6. Owner or agent;

7. Telephone number.

d. Sign may be permitted to be posted from date of building permit up to thirty (30) days after the date of certification of occupancy is issued on eighty (80) percent of the construction contemplated on the approved site plan or plat.

(4) Noncommercial directional or information signs: These signs shall not exceed two (2) square feet in area and shall not be placed off the premises or in the public right-of-way. Not more than one (1) parking-in-rear or model-parking sign shall be permitted.

(5) Temporary subdivision signs: These signs shall not exceed thirty-two (32) square feet in area nor extend [more than] six (6) feet above the crown of any abutting road or street.

(6) Model signs: Model signs are permitted in all residential zoning districts.

a. One (1) freestanding sign is allowed per model.

b. The sign area is not to exceed three (3) square feet.

c. The sign copy may include only:

1. Model or complex name;

2. Building, architect, agent;

3. Number of bedrooms and baths;

4. Telephone number;

5. Prices.

d. One (1) flag per model is permitted.

(7) Window signs: Window signs shall not constitute an excess of twenty-five (25) percent of the window area. A grand-opening sign not constituting in excess of twenty-five (25) percent of the window area, including background, may be posted on the window surface for a period of time not to exceed fourteen (14) days within ninety (90) days after the date of issuance of the initial occupational license. A going-out-of-business sign not constituting in excess of ten (10) percent of the window area, including background, may be posted in the window surface for a period of time not exceeding fourteen (14) days. This sign may be permitted only once at any one (1) location for any one (1) use by any one (1) proprietor.

(8) Community service signs: Community service signs shall not exceed sixteen (16) square feet in area with a maximum height and width of four (4) feet and area exempt from section 21-20(2) of this article.

(9) Political signs: (See section 21-51 et seq. of this Code).

(10) Banner signs: Business establishments desiring to display banner signs for a grand opening may obtain a permit and pay a fee of twenty dollars (\$20.00). The permit will allow the display of these banners for a period of not more than fourteen (14) consecutive days. Banners may be attached to buildings or secured to poles designed for the banner and shall not be placed in a public right-of-way.

(Ord. No. 88-9-4, § 6, 9-14-88)

Sec. 21-22. - Nonconforming signs.

(a) All nonconforming and illegally erected signs or advertising structures shall be removed, or shall be altered so as to conform to the provisions of this article as per the schedule below which indicates the phase-out period for nonconforming signs by types of sign:

Type of Sign	Phase-out Period
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(1) Painted wall signs:

- a. Primary as defined by owner 1 year
- b. Secondary as defined by owner 60 days
- c. Illegal 30 days

(2) Trailer signs 30 days

(3) Animated signs 60 days

(4) Nonconforming bus benches 2 weeks
or contract renewal date, whichever comes first.

(5) Illegal signs 30 days

(6) Completed project billboard 60 days

(b) Reserved.

(c) Nonconforming signs shall not be refurbished, altered or changed in any way where the cost of refurbishing, altering or changing the sign equals fifty (50) percent or more of the original invoiced cost of the sign, unless they are made to conform with all requirements of a new sign or advertising display.

(d) If any nonconforming sign is damaged by any cause and the cost of repairing the sign equals fifty (50) percent or more of the original invoiced cost of the sign, then its classification as a nonconforming sign under this section shall be automatically revoked and repairs shall be made so that the sign shall meet all the requirements of this article.

(e) Vacant stores. Any owner or person entitled to possession of any vacant store is hereby prohibited from displaying upon the windows of the vacant store any sign, lettering or printed matter except one (1) sign, consisting of a maximum of six (6) square feet, advertising the availability of the premises.

(Ord. No. 88-9-4, § 7, 9-14-88)

Sec. 21-23. - Permit.

(a) Required, successive filing, credit for previously paid fees. No sign structure shall be hereafter erected, constructed, altered, maintained or relocated until a building permit for a sign structure and/or an electric permit for any electric construction in connection therewith shall have been issued, as set forth in Chapter 3 of the South Broward Building Code. The permit shall be issued by the Building Department only after determination has been made that full compliance with all conditions of this article have been met and complied with. An application for a building and electrical permit for a sign or sign structure may be applied for at any time regardless of the filing of any prior application for the same sign or sign structure, and any fee previously paid in connection with the application for the same sign or sign structure shall be credited toward the fees pertaining to a subsequent application for the same sign or sign structure, provided that no certificate for the same sign or sign structure was previously obtained.

(b) Application. Applications for a permit required by this section shall be filed with the building department and shall contain the following information:

(1) Name and address of the owner of the proposed sign or his authorized agent;

(2) Type of sign and/or sign structure with all relevant dimensions;

(3) Location of premises upon which the sign is to be located;

(4) A plan or design of the sign showing the square foot area of the sign as well as the sign face, height of letters, lettering style, colors, materials, lighting equipment, if any, and its position relative to the building and/or property line;

(5) Estimated value of sign;

(6) Such other structural and technical information as may be required by the Building Department.

(c) Required fees. The following fees shall be required in order to accommodate the administration costs associated with sign permit reviews and site inspections for the installation, erection or placement of any sign. Such fee shall accompany the permit application.

(1) Wall sign (non-illuminated): Ten dollars (\$10.00) plus fifty cents (\$0.50) per square foot of sign area.

(2) Wall sign (illuminated): Fifteen dollars (\$15.00) plus fifty cents (\$0.50) per square foot of sign area.

(3) Freestanding or projecting sign (non-illuminated): Twenty dollars (\$20.00) plus fifty cents (\$0.50) per square foot of sign area.

(4) Freestanding or projecting sign (non-illuminated): Twenty-Five dollars (\$25.00) plus fifty cents (\$0.50) per square foot of sign area.

(5) No sign shall hereinafter be erected, constructed, pasted, painted, altered, maintained or relocated, except the changing of copy of bulletin board, poster board, menu, marquee or change of letter sign, until application has been made and a permit therefor issued by the Building Official as per 4203.1 of the South Broward Building Code.

(6) Any change or alteration of approved existing sign, such as metal box, change of copy, repaint, etc. to be fifty (50) percent of fee charged for new sign of same type of category.

(7) Billboard sign: The application fee and annual permit fee shall be established by resolution of the Town Commission.

(d) Computation of sign area:

(1) Freestanding and projecting signs: Only one (1) face (the largest) of any double-faced sign shall be counted in calculating sign area. The area of the sign shall be measured as follows:

a. If the sign is composed of one (1), two (2) or three (3) individual cabinets or modules, the entire area within and enclosed by the exterior perimeter of each individual cabinet or module shall be summed and then totaled to determine the area of the sign. This shall include all open areas within this cabinet or module perimeters.

b. If the sign is composed of four (4) or more individual cabinets or modules, the entire area within and enclosed by the exterior perimeters of all cabinets or modules within a single continuous geometric figure shall

be determined as the area of the sign. This shall include all open areas within those cabinet or module perimeters and all spaces separating the cabinets or modules.

(2) Wall signs: The entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements affixed to the wall, including but not limited to, cabinet structures, written copy, logos, symbols, illustrations, decorative embellishments and painted backgrounds framing the sign elements, shall be computed as sign area.

(e) Minimum charge; exception. Regardless of size, the minimum charge for the issuance of any permit under this section shall be twenty-five dollars (\$25.00) unless erected on property belonging to a religious institution when the sign relates to a religious or church-related function.

(f) Revocation. Permits issued under this section may be revoked by the Building Department upon determination that the sign is not in full compliance with the provisions of this article. Further, if the sign authorized by any permit has not been constructed within three (3) months after the date of issuance of any permit, then the permit shall automatically be revoked.

(g) Exempt signs.

(1) Generally. The following signs, while covered by the general provisions of this article, shall be exempt from the permit requirements of this section. This exemption specifically in no way waives the requirements of sign criteria, structural and/or safety requirements outlined by this article and/or South Florida Building Code.

a. Real estate signs.

b. Residential nameplates.

c. Church, synagogue and civic signs.

d. Paper window signs.

e. Political signs.

f. Construction signs.

g. Public convenience signs, which identify the location of rest rooms, public telephones, exits or the like.

h. Public utility signs, which identify the location of underground lines, high voltage areas or the like.

i. Flags, emblems or insignias of the United States, State of Florida or Town of Pembroke Park.

j. Seasonal displays and decorations not advertising a product, service or establishment.

(2) Fee only. Political signs shall be exempt only from the fee requirements (see section 21-51 et seq.).

(Ord. No. 88-9-4, § 8, 9-14-88; Ord. No. 09-01-03, § 4, 1-20-09)

Sec. 21-24. - Construction, maintenance and location requirements.

(a) Structural requirements.

(1) All structural members utilized in the construction or erection of signs shall be concealed except for vertical supports or other supporting members which are designed and arranged so as to be an integral part of the aesthetic composition of a sign.

(2) Ground signs and ground box signs permitted by this article shall not exceed six (6) feet in height above the crown of any abutting road or nearest road, with means of support concealed.

(3) All letters or symbols three (3) inches or larger on permanent identification signs must extrude from or intrude into the sign face a minimum of three-eighths (3/8) of an inch except in box or cabinet signs.

(4) All wood permitted to be used, whether for new permanent signs, for replacement of existing permanent signs, or for any part thereof, shall be rot-resistant and termite-resistant, through open cell preservation methods as specified by American Wood Preservation guidelines, except in woods that have natural properties that are termite-resistant and rot-resistant. Examples of wood to be used are cypress, cedar and redwood.

(5) Electrical conduit, boxes and fittings must be located in the least visible area of the sign installation and shall be serviced by underground wiring, except being classified as temporary by Florida Power & Light Company.

(6) All wall signs shall be mounted flush to a continuous flat surface at least equal in size to the sign perimeter and under no circumstances shall any structural elements supporting the sign be visible.

(7) No sign shall be closer than two (2) feet from the vertical edge of a facade, nor closer than one (1) foot from the top or bottom of a facade. No more than one (1) sign shall be permitted per street frontage. The maximum height to the top of the sign for freestanding signs shall not exceed twenty-five (25) feet to top of sign, as included in this section. All ground signs shall be placed a minimum of ten (10) feet from all property lines.

(8) Any establishment or group of establishments, which has a main street lot frontage of one hundred (100) linear feet or more shall be permitted one (1) freestanding sign. Such sign shall not exceed twenty-five (25) feet in height or one (1) square foot for every one (1) linear foot of main street frontage, up to a maximum of two hundred fifty (250) square feet in sign area.

In addition to the above, shopping centers on parcels of land more than three (3) acres in area having lot frontage of three hundred (300) linear feet or more along a public street other than the main street shall be permitted one (1) additional freestanding sign, which shall be located closer to said street than to the main street and not less than fifty (50) feet from the main street. Such sign shall not exceed twenty-five (25) feet in height or one hundred (100) square feet in sign area.

(b) Maintenance. Every sign, together with its framework, braces, angles or other supports, shall be maintained in a safe condition, properly secured, supported and braced and able to withstand wind pressure as required by the South Florida Building Code or any other regulatory code or ordinance within municipal limits. The sign's degree of illumination shall not be contrary to the public safety as determined by the local law enforcement officials.

(c) Location. No sign or support shall be placed in such position or manner as to obstruct or interfere, either physically or visually, with any fire alarm, traffic signal or sign, or with any devices maintained by or under public authority for ingress or egress from any public or private right-of-way, roadway or driveway.

(Ord. No. 88-9-4, § 9, 9-14-88)

Sec. 21-25. - Reinspection; fees.

(a) Annual. The Chief Building Official shall inspect, or cause to be inspected, all permanent signs located within the Town at least once in each year, prior to the renewal of their occupational licenses. A reinspection fee of thirty-five dollars (\$35.00) will be charged.

(b) Nonconforming signs. The fee for all nonconforming signs shall be as follows:

- (1) Wall signs (nonilluminated) \$30.00
- (2) Wall signs (illuminated) 40.00
- (3) Freestanding or projecting (nonilluminated) 35.00
- (4) Freestanding or projecting (illuminated) 45.00
- (5) Projecting above roof (nonilluminated) 40.00
- (6) Projecting above roof (illuminated) 50.00
- (7) Rooftop (nonilluminated up to 32 sq. ft.) 60.00

(8) Rooftop (nonilluminated over 32 sq. ft.) 80.00

(9) Rooftop (illuminated up to 32 sq. ft.) 90.00

(10) Rooftop (illuminated over 32 sq. ft.) 100.00

(11) Billboard signs. All existing signs shall pay per square foot of total area of sign. 0.30

(12) Other nonconforming signs 35.00

(c) Owner required to correct defects. Upon such inspection, this article shall require the owner of any sign found to be in defective condition or which does not comply with the terms, conditions and provisions of this article to be repaired or removed within thirty (30) days from the date of notice of the defect; provided, however, that if the Chief Building Official shall ascertain and determine that the maintenance or use of the sign shall adversely affect the public safety, he may require the immediate removal at the owner's expense or prohibit the use of the sign until the defects shall have been remedied.

(d) Removal. The Chief Building Official shall then have the authority, upon two-weeks' notice, to remove any sign which is not properly maintained, and without notice in the event the sign is found in his determination to constitute a danger to human life or encroaches on the public right-of-way. In the event of removal of a sign pursuant to this section, the owner/lessee or agent shall bear the cost of removal in addition to the penalties.

(Ord. No. 88-9-4, § 10, 9-14-88; Ord. No. 95-7-1, § 1, 7-12-95)

Sec. 21-26. - Removal of nuisance signs.

(a) The Town reserved the right to remove any sign or advertising display which is being maintained contrary to any of the terms and provisions of this article of the Code of Ordinances, and any such sign or advertising display is hereby deemed to be a public nuisance.

(b) The Building Inspector of the City or his agent shall give notice to the person owning the sign or advertising display and to the owner and/or lessee of the property upon which the same is located, specify the location of the sign or advertising display and the nature of the violation being committed by the maintenance or keeping of the same. The notice shall also specify what is required in order to conform the sign or advertising display to the requirements and provisions of the Code of Ordinances. The notice shall further specify that if the sign or advertising display does not conform to the provisions of the Code of Ordinances, the Town will take any and all action necessary in order to accomplish such result, including removal of the subject sign, all at the cost and expense of both the person owning the sign or advertising display and the owner and/or lessee of the property upon which the same is situated.

(c) The notice provided for in this section shall be served by personal service or by certified mail return receipt requested. Service by mail shall be deemed complete upon delivery. If the address of the person to be notified is unknown or the certified mail is returned either unclaimed or refused, the notice may be served by posting the same in a conspicuous place on the premises upon which the offending sign or advertising display is located, in which event service shall be deemed complete as of the moment of the posting.

(d) The person owning the offending sign or advertising display and/or the owner and/or lessee of the property upon which the same is situated, within forty-eight (48) hours after receipt or posting of the aforementioned notice, whichever is applicable, shall take whatever action is necessary in order to remedy and cure the defects pointed out in the subject notice. If the offender has not completed corrective action within the above-mentioned forty-eight-hour period, the Building Inspector may cause the sign to be removed at the expense of the owner and/or lessee of the property upon which the offending sign is located.

(Ord. No. 88-9-4, § 11, 9-14-88)

Sec. 21-27. - Penalty for violation.

(a) A person or firm violating any of these provisions shall, upon conviction thereof, be punished by a fine in an amount not to exceed five hundred dollars (\$500.00) or by imprisonment for a period not to exceed sixty (60) days, or both, such fine and imprisonment at the discretion of the judge.

(b) If a citation issued for violation shall be paid prior to the issuance of a "notice to appear," the fine shall be one hundred dollars (\$100.00); and if such fine is paid after the issuance of a "notice to appear," but up to one (1) day prior to the date of arraignment for such violation, the fine shall be one hundred twenty-five dollars (\$125.00); and if such fine is paid after the date of arraignment, but prior to any trial set for the cause, the fine shall be one hundred fifty dollars (\$150.00). If the cause is brought to trial, penalties provided shall be applicable.

(c) Under these provisions, each day a violation exists shall constitute a separate offense and shall be subject to a separate penalty.

(Ord. No. 88-9-4, § 12, 9-14-88)

Secs. 21-28—21-35. - Reserved.

DIVISION 2. - RESERVED

Secs. 21-36—21-50. - Reserved.

DIVISION 3. - POLITICAL SIGNS

Sec. 21-51. - Definition.

A "political sign" is defined as a sign of any size or description advertising or advocating the candidacy of any individual or individuals for public office or advertising or advocating the support of any issue to be submitted to the electorate in any special or general election.

(Ord. No. 72-7-1, § 2, 7-5-72)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 21-52. - Applicability.

The provisions of this division shall not apply to any sign mounted on, affixed to or painted on a motor vehicle bearing current license tags issued by the state or any other governmental authority; billboard advertising; signs painted on the walls or roof of a building, as defined in the South Florida Building Code, Broward Edition; or to signs placed or located wholly within a building, as defined in the South Florida Building Code, Broward Edition.

(Ord. No. 72-7-1, § 3, 7-5-72)

Sec. 21-53. - Permits—Required.

It shall be unlawful for any person to erect, post or cause to be erected or posted a political sign within the boundaries of the Town without first having obtained a permit from the Building Department of the Town.

(Ord. No. 72-7-1, § 1, 7-5-72)

Sec. 21-54. - Same—Application.

Permits for the erection or posting of political signs within the Town shall be obtained by making application to the Building Department by completing an application which shall include the following information:

- (1) The name, address and telephone number of individual seeking to obtain the permit;
- (2) The name of the candidate whose name shall appear on the political signs for which the permit is sought;
- (3) The office which the candidate is seeking;
- (4) The address of the candidate's headquarters;
- (5) The description of the type of sign or signs to be located within the Town;
- (6) The estimated number of signs to be located in the Town;
- (7) The location or locations of signs to be erected.

(Ord. No. 72-7-1, § 4, 7-5-72)

Sec. 21-55. - Same—Issued free of charge.

No permit fee shall be charged or assessed for the issuance of permits pursuant to this division.

(Ord. No. 72-7-1, § 5, 7-5-72)

Sec. 21-56. - Erector to furnish letter from property owner.

Every applicant for a political sign permit shall, in addition to the foregoing, furnish a letter from the owner of the real property upon which the sign is to be located granting permission for the location and erection of the sign on such property.

(Ord. No. 72-7-1, § 6, 7-5-72)

Sec. 21-57. - Bond to ensure timely removal.

As a prerequisite to the issuance of a permit required by this division, the applicant shall post with the Town a cash bond in an amount to be determined by resolution of the Town Commission, the condition of which shall be that the applicant will remove or cause to be removed, within seventy-two (72) hours after the polls have closed on the election day to which the political signs relate, all of the signs posted or erected within the Town advocating or supporting the candidacy of the individual or issue named on the application. If the Town determines that the applicant has complied with the provision of the bond requiring the removal of the political signs as aforesaid, then the bond shall be refunded in full to the applicant upon written request. If the applicant fails to remove, or cause to be removed, the political signs within such period, the proceeds thereupon shall be transferred to the general revenue fund of the Town.

(Ord. No. 72-7-1, § 7, 7-5-72; Ord. No. 10-10-01, § 1, 10-13-10)

Secs. 21-58—21-70. - Reserved.

DIVISION 4. - VARIANCE

Sec. 21-71. - Application fee; deposit for non-administrative costs.

For all applications for variance from this chapter there shall be a nonrefundable fee in the amount of two hundred dollars (\$200.00) for processing the application and a deposit of five hundred dollars (\$500.00) for non-administrative costs as defined below:

- (1) Town Architect's fee;
- (2) Town Engineer's fee;
- (3) Postage and other mailing expenses;
- (4) Xerox or other copying expenses;
- (5) Newspaper advertising expenses;

(6) Title search and/or abstracting expenses;

(7) Legal fees.

(Ord. No. 85-1-5, §§ 1(c), 2, 1-9-85; Ord. No. 88-9-6, § 2(b), 9-14-88)

Sec. 21-72. - Circumstances for granting.

The Commission may grant a variance from the provisions of this chapter whenever the enforcement of same would result in an undue hardship upon a party and not endanger the health, safety and welfare of the residents of the Town.

(Ord. No. 72-12-3, § 8, 12-13-72)

Sec. 21-73. - Required information.

Applications for a variance from this chapter shall contain the following information:

(1) All the information required in an application for a sign permit;

(2) The variance requested from the provisions of this chapter;

(3) The reason why the variance is desired and the details of the hardship which would result from the denial of same.

(Ord. No. 72-12-3, § 9, 12-13-72)

Sec. 21-74. - Filing requests.

All requests for sign variances, shall be filed with the Administrative Assistant to the Mayor.

(Ord. No. 83-8-2, § 1, 8-17-83)

Sec. 21-75. - Applications—Review; return if incomplete or fee not paid.

It shall be the duty of the Administrative Assistant to the Mayor prior to the acceptance of an application for a variance from this chapter to determine that the application is complete in every respect and that the proper fee therefor is paid concurrently with the filing of the application. If the application is incomplete or the fee is not paid, the application shall be immediately returned and not accepted until it is complete and the proper fee has been paid.

(Ord. No. 83-8-2, § 2, 8-17-83)

Sec. 21-76. - Same—Issuance of receipt; distribution of copies.

Upon the Administrative Assistant to the Mayor having determined that the application is complete and the proper fee is paid, he shall note on the application the date and time received and issue a receipt to the applicant for the fee paid, if any. A copy of the application shall forthwith be delivered by the Administrative Assistant to the Mayor to the Clerk-Commissioner

and to each of the other members of the Town Commission. The Clerk-Commissioner shall upon receipt of a copy of the application forthwith furnish a copy of same to the Town Attorney.

(Ord. No. 83-8-2, § 3, 8-17-83)

Sec. 21-77. - Same—Placement on Commission agenda.

An application for a sign variance shall be placed upon the agenda of the next regular Town Commission meeting that is scheduled, for a date not less than ten (10) working days following the receipt of the application.

(Ord. No. 83-8-2, § 4, 8-17-83)

Sec. 21-78. - Hearing; notice to applicant.

It shall be the duty of the Administrative Assistant to the Mayor to notify in writing the applicant for every variance from this chapter of the date, time and place of the hearing thereon.

(Ord. No. 83-8-2, § 7, 8-17-83)

Sec. 21-79. - Waiver of time schedule.

The Town Commission may by majority vote waive the time schedule provided in this division upon request of the Administrative Assistant to the Mayor made on behalf of an applicant, provided the notice requirements as otherwise provided in the ordinances of the Town are fully met.

(Ord. No. 83-8-2, § 8, 8-17-83)



PP Superstop HBB @ Park Rd.
Former BP / now other



Write a description for your map.

 Cheetah Hallandale Beach
 Frayolcris Exxon
 IHOP Restaurant



7.90 ft

Google Earth

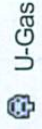
© 2018 Google
© 2019 Google

Untitled Map

Write a description for your map.

HBB @ 8th Ave
Hail Beh.

Legend



UP
Lights behind
panel

Google Earth

© 2018 Google
© 2019 Google

8.50 ft

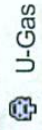


Untitled Map

Write a description for your map.

HBS @ 8th Ave
Hall Beh.

Legend



HB Mobil @ HBB & US 1

Write a description for your map.

Legend

-  Cheetah Hallandale Beach
-  Frayolcris Exxon
-  IHOP Restaurant



Google Earth

© 2019 Google
© 2018 Google

8.01 ft

HB Gas @ PR & 10 Ave

Legend

-  Cheetah Hallandale Beach
-  Frayolcris Exxon
-  IHOP Restaurant



Google Earth

US Dept of State Geographer

© 2018 Google

© 2019 Google

7.68 ft



AGENDA ITEM REPORT



To:

Subject: New sub grantee agreement for Hurricane Irma

Meeting: Workshop Meeting - 06 Nov 2019

Department: Public Works

Staff Contact: Stephanie Woodbury,

BACKGROUND INFORMATION:

The Town had damages during Hurricane Irma. The Town applied for and qualified for reimbursements for some expenses. Between the Time that the State sent the agreements and the Town approved and returned the agreements, the FEMA changed the format of the agreements. We need to approve the new form and return to the state to receive reimbursement.

FINANCIAL IMPACT:

Required for reimbursement from state currently \$58,140.92 plus two more projects waiting for final approval.

POLICY IMPLICATIONS:

none.

RECOMMENDATION:

Approve and send replacement sub grantee agreements

ALTERNATIVES:

none.

ATTACHMENTS:

[AgreementTemplate48D83B](#)

[AgreementTemplateE6FC96](#)

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Pembroke Park, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1323	G	Olgesby Preserve	\$15,322.50	90.00%	\$851.25	5.00%	\$851.25	5.00%	\$17,025.00	9/04/2017	3/10/2019
4876	C	Citywide Street Light/Sidewalk/Sign/Electrical P	\$8,261.86	90.00%	\$458.99	5.00%	\$458.99	5.00%	\$9,179.84	9/04/2017	3/10/2019
5021	F	Stormwater PS/Electrical Damage GA	\$4,247.58	90.00%	\$235.98	5.00%	\$235.97	5.00%	\$4,719.53	9/04/2017	3/10/2019
5012	G	Oglesby Preserve/Ryan Park Damages GA	\$24,445.29	90.00%	\$1,358.07	5.00%	\$1,358.07	5.00%	\$27,161.43	9/04/2017	3/10/2019
6027	E	Behan Park Building Damages GA	\$2,803.64	90.00%	\$155.76	5.00%	\$155.75	5.00%	\$3,115.15	9/04/2017	3/10/2019
Total:			\$55,080.87		\$3,060.05		\$3,060.03		\$61,200.95		

Agreement Number: Z1185

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Pembroke Park, Town of
Sub-Recipient's unique entity identifier:	024477655
Federal Award Identification Number (FAIN):	
Federal Award Date:	9/10/2017
Subaward Period of Performance Start and End Date (Cat A-B):	9/04/2017 - 3/10/2018
Subaward Period of Performance Start and End Date (Cat C-G):	9/04/2017 - 3/10/2019
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	<u>Grant to Local Government for</u> <u>Debris removal, emergency</u> <u>Protective measures and repair or</u> <u>Replacement of disaster damaged</u> <u>facilities.</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u> <u>(DHS) Federal Emergency</u> <u>Management Agency (FEMA)</u>

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

97.036 Public Assistance

Whether the award is R&D:

N/A

Indirect cost rate for the Federal award:

See by C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
Pembroke Park, Town of _____, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360
Tallahassee, FL 32399-2100
Telephone: _____
Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specified agreement period." The CFR requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. The time allowed for the

performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR# 4337 - Hurricane Irma

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.370, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).” The Sub-Recipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the

right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal	Grantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15	January 30
Quarter 2 (Q2)	January 1 – March 31	April 15	April 30
Quarter 3 (Q3)	April 1 – June 30	July 15	July 30
Quarter 4 (Q4)	July 1 – September 30	October 15	October 30

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work under this Agreement.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities

on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property

exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – FFATA Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification of Advance Payment

Agreement Number: Z1185

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Pembroke Park, Town of

By: _____
Name and title: Ashira Mohammed, Mayor
Date: November 13, 2019
FEID# 59-0968454

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director
Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Pembroke Park, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1323	G	Oglesby Preserve	\$15,322.50	90.00%	\$851.25	5.00%	\$851.25	5.00%	\$17,025.00	9/04/2017	3/10/2019
4876	C	Citywide Street Light/Sidewalk/Sign/Electrical P	\$8,261.86	90.00%	\$458.99	5.00%	\$458.99	5.00%	\$9,179.84	9/04/2017	3/10/2019
5021	F	Stormwater PS/Electrical Damage GA	\$4,247.58	90.00%	\$235.98	5.00%	\$235.97	5.00%	\$4,719.53	9/04/2017	3/10/2019
5012	G	Oglesby Preserve/Ryan Park Damages GA	\$24,445.29	90.00%	\$1,358.07	5.00%	\$1,358.07	5.00%	\$27,161.43	9/04/2017	3/10/2019
6027	E	Behan Park Building Damages GA	\$2,803.64	90.00%	\$155.76	5.00%	\$155.75	5.00%	\$3,115.15	9/04/2017	3/10/2019
Total:			\$55,080.87		\$3,060.05		\$3,060.03		\$61,200.95		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration

services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each

quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Signature Ashira Mohammed, Mayor Name and Title 3150 S.W. 52nd Avenue Street Address Pembroke Park, Florida 33023 City, State, Zip November 13, 2019 Date	Town of Pembroke Park Sub-Recipient's Name DEM Contract Number FEMA Project Number
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Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name Todd Larson	Agent's Name Stephanie Woodbury
Signature	Signature
Organization / Official Position Public Services Director	Organization / Official Position Project Manager
Mailing Address 3150 S.W. 52nd Avenue	Mailing Address 3150 S.W. 52nd Avenue
City, State, Zip Pembroke Park, Florida 33023	City, State, Zip Pembroke Park, Florida 33023
Daytime Telephone 954-966-4600 ext. 212	Daytime Telephone 954-966-4600 ext. 238
E-mail Address tlarson@townofpembrokepark.com	E-mail Address swoodbury@townofpembrokepark.com
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name	Official's Name Harry Taubenfeld
Signature	Signature
Organization / Official Position	Organization / Official Position Finance Director
Mailing Address	Mailing Address 3150 S.W. 52nd Avenue
City, State, Zip	City, State, Zip Pembroke Park, Florida 33023
Daytime Telephone	Daytime Telephone 954-966-4600 ext. 232
E-mail Address	E-mail Address financedirector@townofpembrokepark.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.	
_____ Sub-Grantee Authorized Agent Signature _____ November 13, 2019 _____ Date	

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name Agatha Muse-Salters		Agent's Name Newall Daughtrey	
Signature		Signature	
Organization / Official Position Town Manager		Organization / Official Position Asst. Town Manager	
Mailing Address 3150 S.W. 52nd Avenue		Mailing Address 3150 S.W. 52nd Avenue	
City, State, Zip Pembroke Park, Florida 33023		City, State, Zip Pembroke Park, Florida 33023	
Daytime Telephone 954-966-4600 ext. 220		Daytime Telephone 954-966-4600 ext. 130	
E-mail Address amusesalters@townofpembrokepark.com		E-mail Address njdaughtrey@townofpembrokepark.com	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
 - a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Ashira Mohammed, Mayor

Printed Name and Title

10/22/2019

Date

ATTACHMENT F

ELECTION TO PARTICIPATE IN PA ALTERNATIVE PROCEDURES (PAAP)

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
(PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster # _____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient's Authorized Representative

Ashira Mohammed, Mayor

Printed Name and Title

November 13, 2019

Date

Signature of Grantee's Authorized Representative

Printed Name and Title

Date

**Public Assistance Alternative Procedures Pilot Program for Permanent Work
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013 and the disaster specific guidance issued by FEMA pertaining to the Alternative Procedures for Permanent Work Pilot for Hurricanes Florence and Michael, FEMA is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with Local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

November 13, 2019

Date

Ashira Mohammed, Mayor

Printed Name and Title

Sub-Recipient Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or,

- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Irma, projects that are under \$123,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work to July 11, 2019.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via www.floridapa.org once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000²⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster

assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in FloridaPA.org);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking effect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: _____

OBLIGATION/ACTION DATE: 9/10/2017

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. FEMA has created a guidance document/checklist pertaining to these required provisions. It is attached hereto as Attachment I.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the

nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning

compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental

Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, 6.d, and Appendix C, 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, 6.c and Appendix C, 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement

Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Town of Pembroke Park
Sub-Recipient Agency

November 13, 2019
Date

Signature

Ashira Mohammed, Mayor
Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

RESOLUTION NO. 19-11-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF PEMBROKE PARK; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town suffered damage from Hurricane Irma when it impacted Town; and

WHEREAS, Town expended significant funds to remove hurricane debris throughout the Town resulting from Hurricane Irma; and

WHEREAS, the Federal Emergency Management Agency has allocated funds to various state agencies for payment to local governments for reimbursement of expenses incurred by the local government for hurricane debris removal and related damages resulting from Hurricane Irma; and

WHEREAS, Town Commission authorized the Town to enter into the Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management for Hurricane Irma debris reimbursement by Resolution 19-04-11 on April 24, 2019; and

WHEREAS, the Florida Division of Emergency Management agreed to provided Town additional funding under the Federally-Funded Subaward and Grant Agreement to reimburse Town for additional Hurricane Irma related projects upon submission of the additional expenses by Town staff; and

WHEREAS, the Federal Emergency Management Agency has changed the format of the Agreement for reimbursement of Hurricane Irma related expenses and it is necessary for Town to

execute the revised Agreement in order to receive the Hurricane Irma reimbursements.

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

Section 1: That the Town is authorized and directed to make and enter into the revised Federally-Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, said Agreement being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

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

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

PASSED AND ADOPTED, this ____ day of November, 2019.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

AGENDA ITEM REPORT



To:

Subject: Temporary Sanitary Sewerage Connection 3740 and 3744 W. Hallandale Beach Blvd.

Meeting: Workshop Meeting - 06 Nov 2019

Department:

Staff Contact: Todd Larson, Public Works Service Director

BACKGROUND INFORMATION:

There are two four unit apartment buildings at 3740 and 3744 Hallandale Beach Blvd. Their septic systems are failing and cannot be rebuilt because sewerage service is available. The Town system, at this time would require a lift station and force main to the Town Force Main. The owner has requested that the Town allow a temporary connection to the county gravity system until the Town gravity system is built adjacent to their property. The Town attorney has written an agreement that would allow the temporary use and require the transfer to the Town system when ready.

FINANCIAL IMPACT:

No immediate expenditure by the Town, but preserves future revenue to the utility system.

POLICY IMPLICATIONS:

Allows for temporary relief to the property owner while preserving the Town Utility Service Area.

RECOMMENDATION:

Allow Temporary Connection to County Sanitary Sewerage System until Town gravity system built. An agreement has been drafted by the Town Attorney to preserve Town right to service.

ALTERNATIVES:

Require the property owner to install a lift station and force main to tie into the Town. This would be a hardship for the property owner.

ATTACHMENTS:

[Town of Pembroke Park Temporary Sewer Connection Agreement 3740-3744 - 191007](#)

TEMPORARY SANITARY SEWAGE CONNECTION AGREEMENT

This Temporary Sanitary Sewage Connection Agreement ("Agreement") is made and entered into this 7 day of October, 2019 by and between the Town of Pembroke Park, a municipal corporation of the State of Florida ("Town") whose address is 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023, and Canal Street, LLC, a Florida limited liability company ("Owner") whose address is 217 East Hallandale Beach Blvd., Hallandale Beach, Florida, 33009. Town and Owner shall collectively be referred to in this Agreement as the "Parties".

RECITALS:

A. Owner is the fee simple title owner of certain real property located in Broward County, Florida, more particularly described as follows ("Property"):

LOTS 14 AND 14A, LESS WEST 19 FEET, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND

THE EAST 62 FEET OF LOTS 12 & 12A, AND THE WEST 38 FEET OF LOTS 13 & 13A, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND

THE EAST 37 FEET OF LOTS 13 AND 13A, AND WEST 19 FEET OF LOTS 14 AND 14A, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, AS RECORDED IN PLAT BOOK 43, PAGE 45, OF THE PUBIC RECORDS OF BROWARD COUNTY, FLORIDA.

B. The Property is currently not connected to any sanitary sewage collection system other than an on-site septic tank, and Owner desires to connect the Property to a sanitary sewage collection system.

C. Town does not currently provide gravity sanitary sewage collection service to Property, however, Broward County Water and Wastewater Services ("Broward County") provides gravity sanitary sewage collection services to Property.

D. Town will allow Owner to temporarily connect to the existing Broward County gravity sanitary sewage collection system ("County System") until such time as Town has completed its own gravity sanitary sewage collection system to service the Property ("Town System").

In consideration of Town granting Owner a permit for a temporary sanitary sewage connection, Owner, on behalf of Owner and Owner's heirs, successors, and assigns, hereby acknowledges, agrees, and covenants with Town as follows:

1. Owner may construct a temporary sanitary sewage connection to the existing County System until such time as Town System is available to provide sanitary sewage service to the Property.
2. As a condition of Town's authorization for Owner to connect to County System, Owner agrees to connect its sanitary sewage line to Town System and disconnect from the County System within 90 days after Town provides written notice to Owner that Town System is available to provide sanitary sewage service to Property.
3. Owner, at its sole cost and expense, shall construct and install the temporary connections referenced in this Agreement in accordance with plans and specifications approved by Town and Broward County. Specifically, Owner will first temporarily connect to County System for sanitary sewage collection service. Upon notice from Town that Town System is available to Property, Owner shall install a new connection to Town System and remove its temporary connection from County System. The sewage connections shall be owned, operated repaired and maintained by Owner in good order and condition and in accordance with applicable Town and Broward County regulations. Owner shall install a sanitary sewage line cleanout on Owner's sanitary sewage line at the Property line or easement line in accordance with current utility requirements. Town shall not be liable or responsible for any defects or repairs to the sanitary sewage connections.
4. The work to be performed by Owner pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state Statutes, County and Town ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved plans and specifications.
5. Owner or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the sewage connections contemplated in the approved plans and specifications.
6. Owner agrees to indemnify, hold harmless and defend Town and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation, personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the temporary sanitary sewage connection or the disconnection, reconnection or reconstruction thereof.
7. Owner agrees that this Agreement shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, and any individual or entity which acquires an interest in Property.
8. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.
9. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

10. This Agreement shall be recorded by the Town, at Owner's expense, in the Public Records of Broward County, Florida.
11. The recitals to this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.
12. The signature of any person to this Agreement shall be deemed a personal warranty by that person that the signatory has the power and authority to bind any corporation, partnership or other business entity for which the signatory purports to act.
13. In the event of any disputes or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.
14. No waiver by Town of any breach by Owner of any term or condition of this Agreement, and no failure by Town to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of Town with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement.
15. Owner agrees to pay all attorneys' fees, costs, and expenses incurred by Town related to the preparation, execution, and recording of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

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

CANAL STREET, LLC,
a Florida limited liability company

TOWN OF PEMBROKE PARK

By: 

By: _____
Ashira Mohammed, Mayor

Print Name: STEPHEN L. RIEMER
Stephen Riemer, Owner

Attest: _____
Agatha Muse-Salters, Town Manager

Date: 10/8/19

Date: _____

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

By: _____
Christopher J. Ryan, Town Attorney

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Stephen Riemer, as Owner of Canal Street, LLC, a Florida limited liability corporation, who [] is personally known to me or [] has produced a _____ as identification.

Witness my hand and official seal, this _____ day of October, 2019.

Notary Public

My commission expires:

JOINDER BY MORTGAGE HOLDER

TRANSCAPITAL BANK, a Florida banking corporation, the Owner and Holder of that certain mortgage from Canal Street, LLC, a Florida limited liability company, dated March 29, 2016, and recorded as Instrument # 113598342 in the Public Records of Broward County, Florida hereby joins in, agrees to, and accepts the terms of this Temporary Sanitary Sewage Connection Agreement.

**TRANSCAPITAL BANK,
a Florida banking corporation**

By: [Signature] PRESIDENT

Print Name: William E Himes President
Authorized Representative

Date: 10-10-19

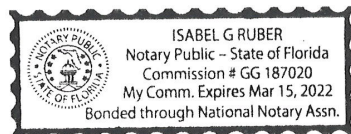
STATE OF FLORIDA)
)ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by William E. Himes, who [] is personally known to me or [☒] has produced a _____ as identification.

Witness my hand and official seal, this 10 day of October, 2019.

[Signature]
Notary Public Isabel G. Ruber

My commission expires:



RESOLUTION NO. 19-11-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A TEMPORARY SANITARY SEWAGE CONNECTION AGREEMENT WITH CANAL STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE MAYOR AND TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Canal Street, LLC, a Florida limited liability company, is the owner in fee simple of certain real property located within the Town of Pembroke Park, hereinafter referred to as the "Property", and more particularly described as follows:

LOTS 14 AND 14A, LESS WEST 19 FEET, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

THE EAST 62 FEET OF LOTS 12 & 12A, AND THE WEST 38 FEET OF LOTS 13 & 13A, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

THE EAST 37 FEET OF LOTS 13 AND 13A, AND WEST 19 FEET OF LOTS 14 AND 14A, BLOCK 40, A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION 4, AS RECORDED IN PLAT BOOK 43, PAGE 45, OF THE PUBIC RECORDS OF BROWARD COUNTY, FLORIDA;

and

WHEREAS, Canal Street, LLC has requested that the Town allow it to connect the residential units located on the Property to the Broward County sanitary sewage system; and

WHEREAS, Town staff recommends that the Town allow Canal Street, LLC to connect to the Broward County sanitary sewage system provided that Canal Street, LLC enter into an agreement with the Town to connect to the Town sanitary sewage system when Town constructs

a sanitary sewage system in the area of the Property and can provide sanitary sewage service to the residential units located thereon.

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

Section 1: That the Town is authorized and directed to enter into a Temporary Sanitary Sewage Connection Agreement with Canal Street, LLC, a Florida limited liability company, a copy of said Agreement being on file with the Public Works Department and by reference made a part of hereof.

Section 2: That the Mayor and Town officials are authorized and directed to execute and deliver the Temporary Sanitary Sewage Connection Agreement for and on behalf of the Town.

Section 3: That upon receipt of a full executed Temporary Sanitary Sewage Connection Agreement, the Town Clerk is directed to record a certified copy of this Resolution together with the Temporary Sanitary Sewage Connection Agreement in the Public Records of Broward County, Florida.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this ___ day of November, 2019.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner



**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE TOWN OF PEMBROKE PARK
FOR INSTALLATION AND MAINTENANCE OF TRANSIT SHELTERS**

This First Amendment to the Agreement (the "First Amendment") between Broward County, a political subdivision of the State of Florida (the "County"), and the Town of Pembroke Park, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, (the "Municipality"), (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated October 22, 2013, (the "Agreement") which provided for the installation and maintenance of bus stop improvements within the jurisdictional limits of the Municipality.

B. The County plans to install bus stop improvements in nine (9) additional locations within the Municipality

C. The Parties desire to enter this First Amendment to include the additional bus stop improvements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Revised Exhibit A is hereby amended as indicated in the attached Exhibit A.
3. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment that is not contained in this written document or the Agreement.
4. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 22nd day of October, 2013, and the Town of Pembroke Park, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Board of County Commissioners

(Signature)

By _____

Mayor

____ day of _____, 2019.

(Print Name of Witness)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Signature)

(Print Name of Witness)

By _____
Angela J. Wallace (Date)
Deputy County Attorney

AJW
First Amendment – PembrokeParkBusShelterAgreement
10/02/19

FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE TOWN OF PEMBROKE PARK FOR
INSTALLATION AND MAINTENANCE OF TRANSIT SHELTERS

TOWN OF PEMBROKE PARK

WITNESS:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____
Town Manager

____ day of _____, 2019.

Approved as to form:

By _____
Town Attorney

Exhibit A

Summary of Work

Install bus shelters and associated amenities at 7 16 separate locations throughout the Town of Pembroke Park, in accordance with the attached list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufacturer's specifications.

STOP ID	MAIN STREET	CROSS STREET	DIRECTION	LOCATION	SHELTER TYPE	BENCH TYPE	TRASH BIN	BIKE RACK	ROW
1561	HALLANDALE BEACH BLVD	SW 56 AVE	EB	F	M	Y	Y	Y	STATE
1606	HALLANDALE BEACH BLVD	LAKE SHORE DR	WB	F	M	Y	Y	Y	STATE
1608	SW 56 AVE	SW 27 ST	NB	OPP	M	Y	Y	Y	COUNTY
1609	SW 25 ST	SW 50 AVE	EB	N	M	Y	Y	Y	COUNTY
1610	SW 25 ST	SW 48 AVE	EB	N	M	Y	Y	Y	COUNTY
3339	SW 52 AVE	SW 33 ST	SB	F	M	Y	Y	Y	CITY
3341	HALLANDALE BEACH BLVD	SW 32 AVE	EB	F	M	Y	Y	Y	STATE
3342	HALLANDALE BEACH BLVD	LAKE SHORE DR	EB	F	M	Y	Y	Y	STATE
3343	HALLANDALE BEACH BLVD	HAMMOCK LANE	EB	F	S	Y	Y	Y	STATE
3859	HALLANDALE BEACH BLVD	SW 52 AVE	WB	N	M	Y	Y	Y	STATE
3863	SW 52 AVE	SW 33 ST	SB	N	M	Y	Y	Y	CITY
3864	SW 52 AVE	COUNTY LINE RD	SB	N	M	Y	Y	Y	CITY
4624	HALLANDALE BEACH BLVD	SW 48 AVE	WB	F	S	Y	Y	Y	STATE
4643	HALLANDALE BEACH BLVD	SW 48 AVE	EB	F	S	Y	Y	Y	STATE
4645	HALLANDALE BEACH BLVD	SW 40 AVE	EB	F	M	Y	Y	Y	STATE
4727	HALLANDALE BEACH BLVD	SW 52 AVE	EB	F	M	Y	Y	Y	STATE

AGREEMENT
between
BROWARD COUNTY
and
TOWN OF PEMBROKE PARK
for
INSTALLATION AND MAINTENANCE OF BUS SHELTERS

AGREEMENT

between

BROWARD COUNTY

and

TOWN OF PEMBROKE PARK

for

INSTALLATION AND MAINTENANCE OF BUS SHELTERS

THIS IS AN AGREEMENT ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

TOWN OF PEMBROKE PARK, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY," (collectively referred to as the "Parties").

WHEREAS, the Parties desire to increase the amenities at bus stops to improve the comfort of the traveling public; and

WHEREAS, COUNTY has determined that it is cost effective for COUNTY to furnish and install bus shelter improvements within the jurisdictional limits of MUNICIPALITY, provided that MUNICIPALITY agrees to maintain the bus shelters upon installation; and

WHEREAS, MUNICIPALITY has expressed its desire to maintain the improvements; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to improve bus stop comfort by providing bus shelters and other amenities; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **"Agreement"** shall mean this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **"Board"** shall mean the Broward County Board of County Commissioners.
- 1.3 **"Contract Administrator"** shall mean the Broward County Administrator, the Director of the Transportation Department or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Participation.
- 1.4 **"County Administrator"** shall mean the administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **"County Attorney"** shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **"Department"** shall mean the Broward County Transportation Department.
- 1.7 **"Bus Shelter(s)"** shall mean the bus stop shelter pad(s), shelter structure(s), trash receptacle(s), and other amenities commonly associated with shelters.

ARTICLE 2
SCOPE

COUNTY and MUNICIPALITY shall:

- 2.1 COUNTY shall install or cause to be installed Bus Shelter(s) which are described and located as set forth on Exhibit "A" within the jurisdiction of MUNICIPALITY. The installation of the Bus Shelter(s) shall be at no cost to MUNICIPALITY. The Bus Shelters shall remain the property of COUNTY. MUNICIPALITY shall provide easement(s) in a form acceptable to COUNTY prior to the installation of the Bus Shelter(s), where applicable, if requested by COUNTY.
- 2.2 MUNICIPALITY agrees to maintain, at its sole cost and expense, the Bus Shelter(s) set forth on Exhibit "A" in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with

Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The Bus Shelter(s) shall be kept clean and free from trash and debris.

The Bus Shelter(s) shall be kept free of graffiti. As part of the maintenance responsibility, MUNICIPALITY shall at all time keep the Bus Shelter(s) in good repair, and replace defective, damaged, or worn-out parts of the Bus Shelter(s). MUNICIPALITY's responsibility to keep the Bus Shelter(s) in good repair shall include all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair, and replacement of defective, damaged, or worn-out parts due to normal wear and tear, acts of God, vandalism, and accidents. MUNICIPALITY shall take all necessary steps to maintain the Bus Shelter(s) in a manner to protect against injury to any person or property.

In the event that a Bus Shelter should suffer Significant Damage, MUNICIPALITY shall immediately report the damage to COUNTY, and MUNICIPALITY shall immediately take any and all steps reasonably necessary to protect against injury to any person or property. Significant Damage shall mean damage to the Bus Shelter which renders the Bus Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed and it may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by COUNTY, in consultation with MUNICIPALITY, that the Bus Shelter has suffered Significant Damage and that the Bus Shelter is beyond repair, MUNICIPALITY shall remove the Bus Shelter within 72 hours from notice of COUNTY's determination. COUNTY's determination relating to the ability to repair the Bus Shelter shall be final. Neither COUNTY nor MUNICIPALITY shall be required to replace a shelter which has suffered Significant Damage and been deemed by COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion, shall replace a Bus Shelter, MUNICIPALITY acknowledges and agrees that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

- 2.3 All Bus Shelter(s) shall at all times have a notification sign posted with the name and phone number of the contact person for MUNICIPALITY responsible for maintenance of the Bus Shelter(s) so that members of the public may contact MUNICIPALITY regarding problems with the Bus Shelter(s). MUNICIPALITY shall promptly respond and correct all complaints regarding maintenance.
- 2.4 COUNTY and MUNICIPALITY agree and understand that this Agreement does not change the COUNTY road functional classification.
- 2.5 No advertisements will be permitted on the Bus Shelter(s).
- 2.6 The maintenance obligations of MUNICIPALITY, as set forth in this Agreement, may be performed by MUNICIPALITY through the use of its employees, or MUNICIPALITY may enter into a contract with a third party to perform the services.

In the event MUNICIPALITY contracts with a third party, MUNICIPALITY shall remain fully responsible hereunder and shall ensure that its contractor complies at

all times with each and every term, condition, duty, and obligation set forth herein.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both Parties and shall terminate as provided for in Sections 3.2 through 3.6 herein below.
- 3.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, if MUNICIPALITY has not corrected the breach within thirty (30) days of written notice given by COUNTY to MUNICIPALITY setting forth the breach. If MUNICIPALITY corrects the breach within thirty (30) days after written notice of same, to the sole satisfaction of COUNTY, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, COUNTY may terminate the Agreement. Specifically, in the case of MUNICIPALITY's requirement to maintain the Bus Shelter(s), COUNTY, at the option of Contract Administrator, may cause such breach to be corrected and bill MUNICIPALITY for the costs of such correction, or terminate this Agreement. If COUNTY opts to correct and improve the breach and bills MUNICIPALITY for same, MUNICIPALITY shall then remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.
- 3.3 Termination of this Agreement for cause shall include, but not be limited to, failure of MUNICIPALITY to suitably perform the services required by Article 2 herein, failure of MUNICIPALITY to maintain the Bus Shelter(s) pursuant to the terms of this Agreement, or a failure of MUNICIPALITY to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 3.4 This Agreement may be terminated for convenience by COUNTY upon thirty (30) days' written notice given by COUNTY to MUNICIPALITY. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate in the event that County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 3.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the Parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. MUNICIPALITY acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITY, is given as specific consideration to MUNICIPALITY for COUNTY's right to terminate this Agreement for convenience.
- 3.6 Notice of termination shall be provided in accordance with Article 5, "NOTICES," except that notice of termination by County Administrator, which County Administrator deems necessary to protect the public health, safety, or welfare, may

be verbal notice, which shall be promptly confirmed in writing in accordance with Article 5, "NOTICES."

ARTICLE 4 **CHANGES IN SCOPE**

Any change to the Scope must be accomplished by a written amendment, executed by the Parties in accordance with Section 8.12 below.

ARTICLE 5 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD COUNTY:

Director, Broward County Transportation Department
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR MUNICIPALITY:

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

ARTICLE 6 **INDEMNIFICATION**

- 6.1 MUNICIPALITY is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as may be amended, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 6.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

6.2.1 Indemnification: MUNICIPALITY's contractor shall at all times hereafter indemnify and hold harmless COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, MUNICIPALITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, MUNICIPALITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2.2 In order to insure the indemnification obligation, MUNICIPALITY's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Article 7, Section 7.2, in accordance with the terms and conditions required by this Article.

6.2.3 The policies referred to in Section 6.2.2 above shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

ARTICLE 7 INSURANCE

7.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended, and MUNICIPALITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if MUNICIPALITY elects to purchase excess liability coverage, MUNICIPALITY agrees that COUNTY will be furnished with a Certificate of Insurance listing the Broward County Board of County Commissioners as certificate holders and as additional named insureds.

7.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:

7.2.1 Insurance: MUNICIPALITY's contractor shall at all times during the term of

this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.

- 7.2.2 MUNICIPALITY's contractor shall furnish to Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to beginning the performance of work under this Agreement.
- 7.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of MUNICIPALITY's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.2.4 The policies referred to above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.
- 7.2.5 The foregoing requirements represent minimum coverages that shall be contained in MUNICIPALITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to MUNICIPALITY's standard requirements for the Project.

ARTICLE 8 MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS.

COUNTY shall have the right to audit the books, records, and accounts of MUNICIPALITY and its subcontractors that are related to this Agreement. MUNICIPALITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of MUNICIPALITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, MUNICIPALITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

MUNICIPALITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to MUNICIPALITY's and its subcontractors' records, MUNICIPALITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by MUNICIPALITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

MUNICIPALITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.1.

8.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.

MUNICIPALITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MUNICIPALITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MUNICIPALITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.2.1 MUNICIPALITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

8.2.2 MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

8.3 INDEPENDENT CONTRACTOR

MUNICIPALITY is an independent contractor under this Agreement. Services provided by MUNICIPALITY pursuant to this Agreement shall be subject to the supervision of MUNICIPALITY. In providing such services, neither MUNICIPALITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to MUNICIPALITY or MUNICIPALITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

8.4 THIRD PARTY BENEFICIARIES.

Neither MUNICIPALITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.5 ASSIGNMENT AND PERFORMANCE.

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, MUNICIPALITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by MUNICIPALITY of this Agreement or any right or interest herein without COUNTY's written consent.

MUNICIPALITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards

8.6 MATERIALITY AND WAIVER OF BREACH.

COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.7 COMPLIANCE WITH LAWS.

MUNICIPALITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.8 SEVERANCE.

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.9 JOINT PREPARATION.

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.10 PRIORITY OF PROVISIONS.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County,

Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.12 AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

8.13 PRIOR AGREEMENTS.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.14 INCORPORATION BY REFERENCE.

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

8.15 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.16 MULTIPLE ORIGINALS.

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 22nd day of October, 2013, and TOWN OF PEMBROKE PARK, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Vice Mayor

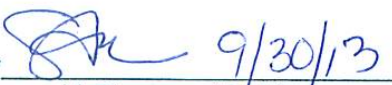
22nd day of October, 2013.

Approved as to Insurance
Requirements:

By  9/30/13
Risk Management
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  9/30/13
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

APPROVED:

 9/30/13
Noel M. Pfeffer (Date)
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR
INSTALLATION AND MAINTENANCE OF BUS SHELTER(S)

MUNICIPALITY:

ATTEST:



Clerk, Deputy

(SEAL)

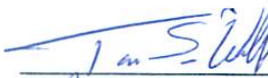


THE TOWN OF PEMBROKE PARK

By 

Mayor-Commissioner

14 day of AUGUST, 2013.



Asst. Manager

14 day of AUGUST, 2013.

APPROVED AS TO FORM:

By 

Town Attorney
CHRISTOPHER J. RYAN

SVT:slw
5/30/13
TRANSITbussheltersmaintenancePembrokePark
11-114.05

EXHIBIT "A"

PROJECT IMPROVEMENT AND SCOPE

Summary of Work

Install bus shelters and associated amenities at 7 separate locations throughout the Town of Pembroke Park, in accordance with the attached list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufacturer's specifications.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW
1561	HALLANDALE BEACH BLVD	SW 56 AVE	EB	F	M	Y	Y	Y	STATE
4645	HALLANDALE BEACH BLVD	SW 40 AVE	EB	F	M	Y	Y	Y	STATE
4727	HALLANDALE BEACH BLVD	SW 52 AVE	EB	F	M	Y	Y	Y	STATE
3859	HALLANDALE BEACH BLVD	SW 52 AVE	WB	N	M	Y	Y	Y	STATE
3343	HALLANDALE BEACH BLVD	HAMMOCK LANE	EB	F	S	Y	Y	Y	STATE
4624	HALLANDALE BEACH BLVD	SW 48 AVE	WB	F	S	Y	Y	Y	STATE
4643	HALLANDALE BEACH BLVD	SW 48 AVE	EB	F	S	Y	Y	Y	STATE

EXHIBIT "B"
INSURANCE REQUIREMENTS

Insurance Requirement for Bus Shelter Maintenance

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 500 k	\$ 500 k
	Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 500 k	
EXCESS LIABILITY ☐ Umbrella Form ☐ Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
☒ WORKER'S COMPENSATION U.S. Longshoremen & Harbor Workers' Act/ & Jones Act is required for any activities on or about navigable water	(each accident)	STATUTORY	
☒ EMPLOYER'S LIABILITY		\$ 500 k	
☐ PROFESSIONAL LIABILITY	Claims-made from		
☐ PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
☐ Installation floater is required for any remodel, renovation, or installation over \$50 k if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description of Operations/Locations/Vehicles "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. Indicate bid number, RLI, RFP, and project manager on COI.			

NOTE: Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.
CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
RE: North Lauderdale

 Risk Management Division

InsuranceRequirementForm Revised 2011

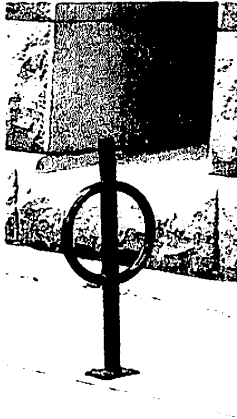
VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Town of Pembroke Park

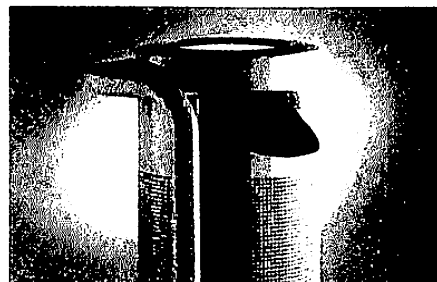
BCT Custom Designed Prefabricated Shelter by Brasco International



Dero Bike Hitch



Landscapeforms Petosky Litter Can



RESOLUTION NO. 19-11-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR INSTALLATION AND MAINTENANCE OF TRANSIT SHELTERS; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County and Town entered into an agreement dated October 22, 2013 which provides for the installation and maintenance of bus stop improvements within the jurisdictional limits of the Town; and

WHEREAS, Broward County plans to install nine (9) additional bus stop improvements within the Town; and

WHEREAS, the parties desire to enter into this First Amendment to the original agreement to include the additional bus stop improvements.

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

Section 1: That the Town is authorized to make and enter into the First Amendment to Agreement between Broward County and Town of Pembroke Park for installation and maintenance of transit shelters, said First Amendment being on file with the Town Clerk and by reference made a part hereof.

Section 2: That the Mayor and appropriate Town officials are authorized and directed to execute and deliver said First Amendment for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the

same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED, this ____ day of November, 2019.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
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ALENA LULCHAK
*Board Certified City,
County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

MEMORANDUM

To: Ashira Mohammed, Mayor-Commissioner
Howard P. Clark, Jr., Vice Mayor-Commissioner
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Agatha Muse-Salters, Town Manager
Newall J. Daughtry, Assistant Town Manager
Todd Larson, Public Services Director

From: Michael L. Seiger, Esq. *MA*

Re: Solid Waste and Recycling Memorandum of Understanding Regarding
Collaborative Study and Subsequent Development of an Integrated Solid
Waste and Recycling System

Date: October 22, 2019

Our File Number: 24546E

I represented the Town at a meeting between Broward County and a majority of the municipalities located within Broward County on Monday, October 14, 2019 to discuss the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU").

You will recall that the Town Commission adopted Resolution 19-07-10, on July 10, 2019, which authorized the Town to make and enter into the MOU. The attached memorandum from our law firm, dated July 8, 2019, explains the background and contents of the MOU.

The matters regarding the background of solid waste and recycling issues in Broward County (relating back to 2013), the development of the Collaborative Study conducted by management consulting company Arcadis U.S., Inc., the MOU, and the process moving forward for creating an

integrated solid waste and recycling system were discussed at the meeting.

The next step in the process towards creation of an integrated solid waste and recycling system is the subject of the next MOU meeting scheduled for November 15, 2019. The purpose of this meeting is for participating municipalities to vote on the structure and composition of a "Working Group". The Working Group will be a public body consisting of at least one Broward County representative and up to eight representatives from participating municipalities. The Working Group will set policy and make final decisions regarding the ultimate governing structure of any integrated solid waste and recycling system that is created.

Given that there are approximately 30 participating municipalities and the suggestion of up to eight representatives, it is possible the Town may not have its own representative on the Working Group. However, the November 15, 2019 meeting provides an opportunity for the Town to provide input and cast a vote on the creation of the Working Group. Additionally, there was discussion regarding creation of a "Technical Group". This group is intended to consist of representatives from every participating municipality and will conduct research and provide information and recommendations to the Working Group. Thus, in the event the Town does not receive direct representation on the Working Group, it can still participate in the process of creating an integrated solid waste and recycling system by voting on the creation of the Working Group, as well as providing input through the Technical Group. A meeting is currently scheduled for December 15, 2019 regarding creation of the Technical Group.

In anticipation of the upcoming meeting on November 15, 2019, the Town Commission must formally appoint a representative by resolution to attend this meeting and vote on behalf of the Town regarding the structure of the Working Group. Our law firm recommends that a senior level staff member or Commissioner be selected to the represent the Town. Enclosed with this memorandum is a draft resolution appointing a representative and an alternate to vote on the Working Group, as well as appointing a representative to the Technical Group, or opting not to.

I request that this matter be placed on the November 6, 2019 Town Commission Workshop Agenda for discussion regarding the MOU and selection of a Town representative and a backup for the November 15, 2019 meeting and whether to select a Town representative to the Technical Group.

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MEMORANDUM

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice-Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
Todd Larson, Public Services Director
Natasha Joseph, Administrative Services Director

From: Christopher J. Ryan, Town Attorney 

Re: Memorandum of Understanding Regarding Collective Study and
Subsequent Development of an Integrated Solid Waste and Recycling
System

Date: July 8, 2019

Broward County (County) and a majority of the Broward County municipalities (Cities) have been working together to develop a regional solid waste disposal and recyclables processing system (System) that is based on a long term, comprehensive plan to provide efficient, effective, and environmentally friendly sensitive means to dispose of the solid waste, yard waste, bulk waste, construction and demolition debris, household hazardous waste, and recyclable materials. The proposed System is based upon the concept that a regional system with the joint efforts of the County and Cities would be a more effective method of dealing with solid waste disposal and achieving the goal of recycling more material than each of the Cities or County could achieve by attempting to address the issues individually.

County and Cities retained a group of solid waste consultants to review the current solid waste disposal and recycling needs of Broward County, and to recommend a long term plan to address the solid waste and recycling issues. The consultants issued a Final Report in December 2018 which established goals to increase recycling to seventy-five (75%) percent of the waste stream by 2025, develop waste processing facilities, and create a governing board for the System.

County and Cities now want to formalize the shared and ongoing commitment of the parties required to establish this System and the long term operation requirements of the System. The parties have prepared the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System (MOU) to identify the local governments that wish to participate in the establishment and implementation of the System, establish a mechanism to process and analyze the conditions of the Final Report, and provide a schedule to initiate the establishment of the System. The MOU provides a framework for the process of developing the System and the commitment from the County and Cities to pledge their commitment to the System. The MOU provides the following:

1. The County and Cities will have representation on the eventual governing body of the System
2. A schedule for approval of the MOU, selection of the members of the advisory groups and delivery of the documents creating the System is incorporated in the MOU.
3. Designation of a Working Group to establish the policy and direct the technical consultants retained to design the System. The Working Group will consist of one (1) County Commissioner and up to eight (8) elected officials from the Cities.
4. Designation of the Technical Group to address the operational aspects of the System.
5. Requirement that the County and each participating City pledge their solid waste flow for as many as thirty (30) years in order to finance the creation and operation of the System.
6. The MOU contains a list of Shared Principles and Commitments where the parties agree to use their best efforts to assist in the establishment of the System and their continued commitment to the long-term operation of the System.

The County approved the MOU in June 2019 and the MOU needs the approval of Cities collectively representing no less than 50% of the County's total population by September 30, 2019 to become effective. Cities are permitted to withdraw from the MOU at any time by serving written notice on the other parties with no further obligations to the System, but shall not be entitled to a refund of any contributions made for establishment of the System and will no longer be entitled to participate by having voting rights in the System.

In the event the Town Commission desires to participate in the development and operation of the System, the Town Commission is required to approve the MOU by resolution prior to September 30, 2019.

AGENDA ITEM REPORT



To: Town Commission
Subject: Solid Waste and Recycling MOU Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System
Meeting: Workshop Meeting - 06 Nov 2019
Department: Legal
Staff Contact: Town Attorney

BACKGROUND INFORMATION:

The Town entered into a memorandum of understanding ("MOU") with Broward County and a majority of the other municipalities located in the County in order for the community to work together towards creating a collaborative county-wide solid waste and recycling system.

The Town must formally appoint a representative to vote at the upcoming November 15, 2019 meeting regarding the structure and composition of a "Working Group" which will be a public body that decides on the ultimate governing structure of any solid waste and recycling system that is created.

The Town must also decide whether or not to appoint a representative to the Technical Group which will review issues and make recommendations to the Working Group.

The attached memorandums provide further information regarding these issues.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Appoint a Town representative and a backup representative, either senior level staff member(s) and/or Commissioner(s), to attend the November 15, 2019 MOU meeting to vote on the structure and composition of the Working Group.

Additionally, appoint a Town representative to the Technical Group for continued Town representation for future MOU related meetings.

ALTERNATIVES:

N/A

RESOLUTION NO. 19-11-XX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE, FLORIDA, RELATING TO THE MEMORANDUM OF UNDERSTANDING REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM; APPOINTING REPRESENTATIVES TO REPRESENT THE TOWN IN MATTERS RELATING TO THE MEMORANDUM OF UNDERSTANDING; PROVIDING DIRECTION ON REPRESENTATION ON THE TECHNICAL GROUP OF THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town entered into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste Recycling System ("MOU"); and,

WHEREAS, the MOU provides for the establishment of a Working Group comprised of elected officials from Broward County, and the municipal signatories of the MOU must decide the number of municipal members of the Working Group, how to select them, and who they will be, as well as make other collective decisions on behalf of municipalities as the issues under the MOU are reviewed; and,

WHEREAS, the MOU also provides for a Technical Group, comprised of staff-level persons to review issues and make recommendations to the Working Group, and any municipality that elects to do so may have a representative on the Working Group.

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

Section 1: That the foregoing recitals contained in the preamble to this Resolution are incorporated by referenced herein.

Town of Pembroke Park
Resolution No. 19-XX-XX

Section 2: That the Town Commission hereby appoints _____
as the Town's representative and _____ as the Town's alternate representative,
to vote on behalf of the Town on matters relating to the MOU, including decisions regarding the
Working Group. The alternate representative will participate and vote only in the absence or
unavailability of the representative.

Section 3.: That the Town Commission hereby determines [TO/NOT TO] appoint a
member to the Technical Group of the MOU. [_____ is hereby appointed by
the Town Commission to the Technical Group of the MOU.

Section 4. 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 5: That all Resolutions or parts of Resolutions in conflict herewith be and the
same are hereby superseded to the extent of such conflict.

Section 6: That this Resolution shall be in force and take effect immediately upon its
passage and adoption.

PASSED AND ADOPTED, this ____ day of _____, 2019.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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Town of Pembroke Park Salary Study & Recommended Compensation Plan

Prepared by LagomHR
Final Report: November 2019

2019 Town of Pembroke Park Compensation Study

Section 1: Executive Summary

Executive Summary

Overview:

The following Salary Structure Proposal was prepared by LagomHR. The Salary Structure Proposal consists of five (5) major areas:

1. Executive Summary
2. Current Salary Ranges
3. Survey Results
4. Salary Structure Proposal Reports
5. Recommended Implementation Plan
6. Appendix

Purpose:

A pay philosophy is an organization's commitment to how it values its employees as well as a strategy for competitive advantage against other employers. The purpose of a good compensation philosophy is to attract, retain, and motivate highly trained and experienced professionals. A good compensation philosophy also allows for consistency and fairness, which virtually eliminates unequal pay variances and can avoid possible legal employment issues.

Per the request of the Town of Pembroke Park, the following is a proposal of a Salary Structure Plan that provides an overall comparison of the Town of Pembroke Park's current salary ranges and current market salary data.

In an effort to complete this analysis, salary data was gathered for each position housed within the Town and then averaged in order to reach a current market value. After attaining the market value, a comparison was executed in order to determine the discrepancy between other similar municipalities and the existing Town of Pembroke Park salary ranges.

When conducting this salary analysis, the existing salary structure served as the foundation for this project. The compiled market salary data and the proposed salary ranges based off the market data were updated using a new model that allows a large salary range for new hires, as well as a wide range allowing room for growth up through the cap. The ultimate objective is to encourage long-term employment, reduction in turnover, and highly motivated and productive employees.

Data Sources:

The Survey Results consist of the mean salaries compiled from municipalities of a similar population size and capital using their data between fiscal years 2018 through 2019. The list of sources requested for the Town of Pembroke Park Salary Study are below.

Municipality	County	Classification	Population	Residential Homestead	Residential Non-Homestead	Residential Vacant Lots	Non-Residential Commercial	Non-Residential Industrial	Non-Residential Institutional	Non-Residential Agricultural	Non-Residential Other	Part-Time Employees	Full-Time Employees	Firefighters	Sworn Police
Fort Meade	Anne Arundel	City	5,782.00	26%	28%	3%	24%	6%	0%	1%	2%	22.00	47.00	7.00	-
Macclenny	Baker	City	6,450.00	29%	22%	5%	28%	3%	2%	0%	2%	1.00	44.00	14.00	-
Lauderdale by the Sea	Broward	Town	6,138.00	26%	64%	1%	9%	0%	0%	0%	0%	-	33.00	-	-
Pembroke Park	Broward	Town	6,368.00	1%	27%	0%	19%	39%	2%	0%	0%	-	25.00	-	-
S.W. Ranches	Broward	Town	7,572.00	59%	21%	6%	4%	1%	1%	3%	1%	2.00	14.00	1.00	-
West Park	Broward	City	14,912.00	20%	42%	96%	16%	17%	0%	0%	0%	14.00	22.00	-	Unknown
Wilton Manors	Broward	City	12,446.00	35%	45%	0%	14%	1%	2%	0%	0%	41.00	107.00	41.00	107.00
Inverness	Citrus	City	7,251.00	11%	21%	2%	34%	1%	16%	0%	2%	10.00	40.00	9.00	-
Bay Harbor Islands	Miami-Dade	Town	5,541.00	27%	51%	5%	16%	0%	0%	0%	0%	24.00	7.00	-	22.00
North Bay Village	Miami-Dade	Village	8,949.00	16%	69%	2%	8%	1%	1%	0%	2%	22.00	63.00	-	26.00
West Miami	Miami-Dade	City	6,600.00	24%	46%	0%	24%	0%	1%	0%	1%	17.00	72.00	-	18.00
Belle Isle	Orange	City	6,541.00	66%	19%	2%	7%	3%	0%	0%	0%	1.00	30.00	-	19.00
Pahokee	Palm Beach	City	5,826.00	18%	28%	3%	19%	3%	2%	5%	0%	8.00	44.00	-	-
Live Oak	Suwannee	City	6,819.00	14%	24%	3%	34%	2%	4%	0%	1%	8.00	50.00	13.00	-

** It is important to note that any targeted municipalities outside of Broward County has the market data adjusted to reflect the cost of living difference.*

Job Titles:

Job titles vary between organizations. Town of Pembroke Park current job titles are in Section 2 under Current Salary Ranges. At this time, there are currently 33 job titles in the Town of Pembroke Park that were surveyed.

The market data collected during the salary survey consists of multiple job titles with similar job descriptions and duties. In Section 1 under Salary Results, each title used for the survey is listed to show the comparison to the surveyed position. See below example where the highlighted column for a System Support Technician displays the different titles surveyed for the same position:

Source	Surveyed Position Title	Min/Starting Salary	25% Percentile	Midpoint	75% Percentile/Max Starting Salary	Cap
Sample City	Support Technician	Sample	Sample	Sample	Sample	Sample
Sample City	Support Technician	Sample	Sample	Sample	Sample	Sample
Sample City	Support Technician	Sample	Sample	Sample	Sample	Sample
Sample City	Help Desk	Sample	Sample	Sample	Sample	Sample
Sample City	Support Technician	Sample	Sample	Sample	Sample	Sample
Sample City	Computer Technician	Sample	Sample	Sample	Sample	Sample
Sample City	Support Technician	Sample	Sample	Sample	Sample	Sample

Salary Survey Algorithm and Recommended Ranges:

The recommended ranges of the charts found within the analysis were computed through an algorithm. According to the Society of Human Resources Management (SHRM), a traditional salary range is between thirty and forty percent. According to the experts at SHRM, the purpose of their Salary Range Guide is to provide a basic set of steps for creating compensation grades. This guide is intended for general use and should be tailored to meet an organization's specific needs and goals. In order to modify the salary ranges to Town of Pembroke Park, a conservative spread was proposed, which does not surpass a twenty-nine percent (29%) spread from the starting/minimum salary through the maximum salary. There is a second (2nd) range from the maximum salary to the salary cap of twenty percent (20%).

The salary survey algorithm was based off of the Market Salary Results (MSR) for the average salary of each position in each municipality. Employers often choose the midpoint of the salary range using the 50th percentile as the median in order to meet the market, which in the case of this specific salary survey proved to be the most consistent salary data provided by all data sources.

As a reminder, the maximum cap of each salary pertains solely to performance evaluation increases. Cost of Living Adjustments (COLA) are not inclusive of the maximum cap. See below example of the salary survey algorithm.

Salary Survey Algorithm Sample:

Position	Min/Starting Salary	25% Percentile	Midpoint	75% Percentile/Max Starting Salary	Cap
Recommended Ranges	(MSR-10%) – 5%	MSR – 10%	Market Salary Results (MSR)	MSR + 10%	(MSR +10%) + 20%

Job Descriptions:

Analyzing the job descriptions was a critical component to the proposed salary ranges because it accurately reflects job duties, responsibilities, and qualifications corresponding with each position and municipality in the survey.

Salary Structure Proposal Reports:

In order to provide the Salary Structure Proposal Reports in the most convenient fashion and allow for review and analysis of the data presented, the proposal reports consist of:

1. **Alphabetical Order by Title**
2. **Department Groups**
3. **Annual Salary Amount**
4. **Classification by Tier**

The Tier classifications were conducted by grouping job titles based on level of seniority. Tier 1 consists of the Town Manager and Assistant Town Manager who report directly to the Town Commission (Assistant Town Manager reports directly to the Town Commission in the absence of the Town Manager). Tier 2 consists of all Directors, Senior Managers, Managers, Assistant Managers, Supervisors, and senior-level critical positions. It is important to note that the Administrative Services Director/Deputy Town Clerk and the Executive Assistant to the Town Mayor & Commission/Special Events Coordinator have a dotted line reporting structure to the Town Manager. Tier 3 consists of all other employees.

Future Maintenance:

It is recommended that the Town of Pembroke Park update the Salary Structure Market Data every 2 years.

Appendix:

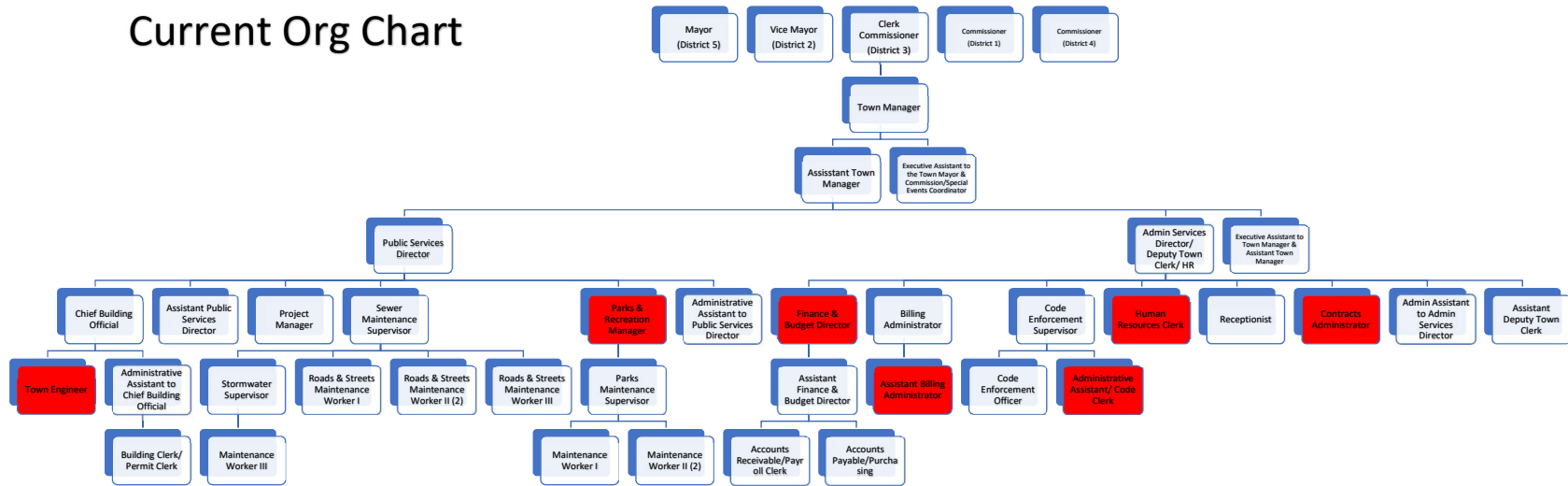
The Appendix section of this salary analysis contains the following information:

- See separate 2019 Job Descriptions Report for full job position details.
- All salary data compiled from each data source for each position.

Section 2: Organizational Chart

2019 Town of Pembroke Park Compensation Study

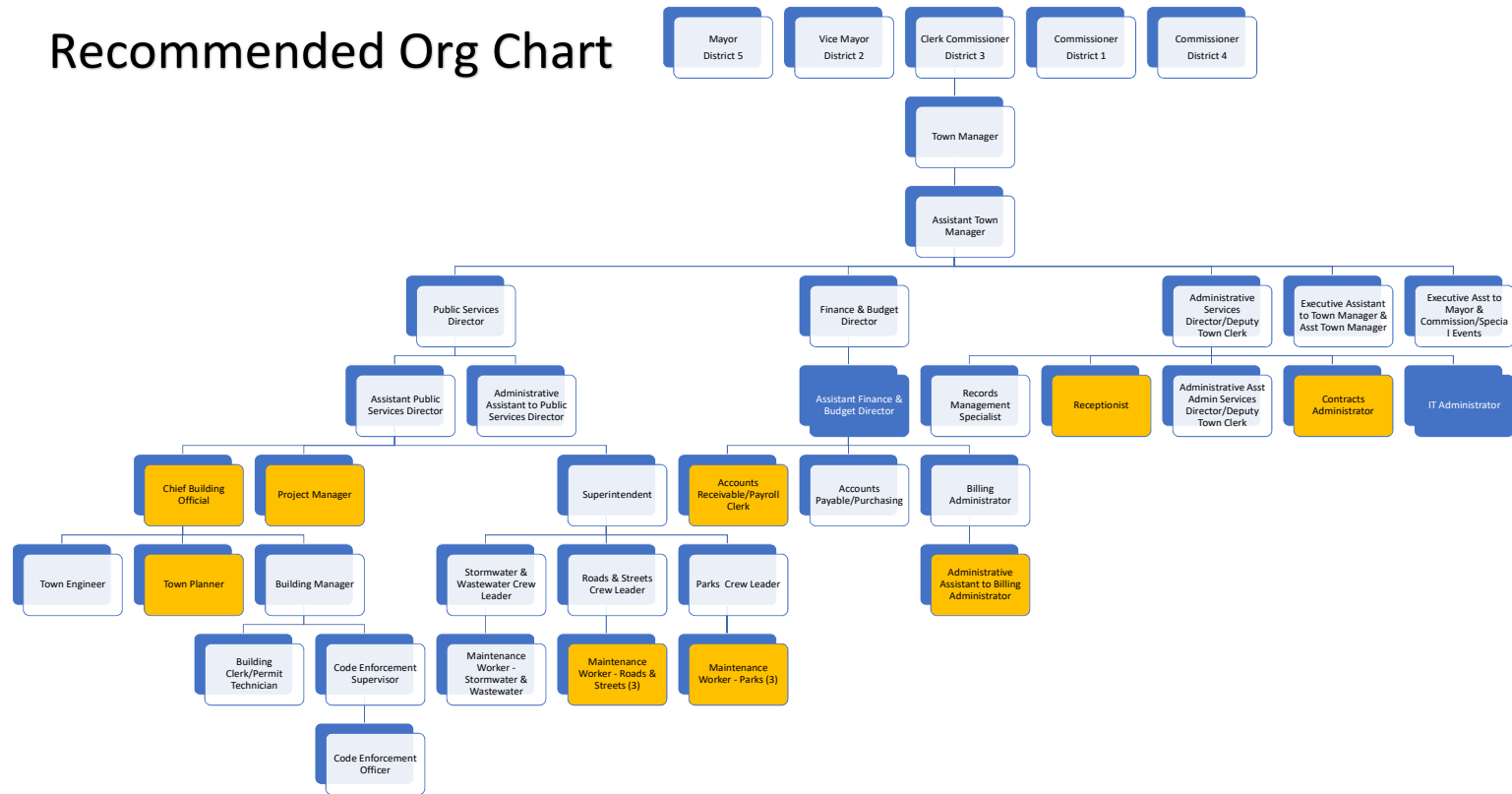
Current Org Chart



Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus.

Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager.

Recommended Org Chart



Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus.
Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager.

Section 3: Individual Position Market Results

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Accounts Payables/Purchasing Clerk

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Accounting Clerk	\$ 63,702.77	\$ 59,434.68
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Accounts Payable	\$ 31,740.80	\$ 46,087.64
City of Inverness	None	\$ -	\$ -
City of Live Oak	Accounting Clerk	\$ 23,570.98	\$ 31,915.11
City of Macclenny	None	\$ -	\$ -
City of Pahokee	Accounting Clerk	\$ 27,040.00	\$ 26,634.40
City of West Miami	Accounting Clerk	\$ 68,134.48	\$ 63,569.47
City of Wilton Manors	Accountant/Purchasing Coordinator	\$ 57,748.00	\$ 57,748.00
Town of Bay Harbor Islands	Accounts Payable Coordinator	\$ 48,257.04	\$ 45,023.82
Town of Lauderdale by the Sea	Accounting Specialist/Accountant I	\$ 51,762.84	\$ 51,762.84
Town of Southwest Ranches	Accounting Clerk	\$ 40,000.00	\$ 40,000.00
Town of Surfside	Payroll/Accounts Payable Specialist	\$ 57,299.22	\$ 53,460.17
Market Results MidPoint Average		\$ 46,925.61	\$ 47,563.61
Recommended Midpoint		\$ 46,925.61	\$ 47,563.61
Current Town of Pembroke Park Salary		\$ 56,612.00	\$ 56,612.00
Midpoint Discrepancy		17%	16%
Starting Range Discrepancy		28%	24%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Finance	\$ 40,666.89	\$ 42,807.25	\$ 47,563.61	\$ 52,319.97	\$ 62,783.97	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Accounts Receivables/Payroll Clerk

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Accounting Clerk	\$ 63,702.77	\$ 59,434.68
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Accounts Payable	\$ 31,740.80	\$ 46,087.64
City of Inverness	None	\$ -	\$ -
City of Live Oak	Accounting Clerk	\$ 23,570.98	\$ 31,915.11
City of Macclenny	None	\$ -	\$ -
City of Pahokee	Accounting Clerk	\$ 27,040.00	\$ 26,634.40
City of West Miami	Accounting Clerk	\$ 68,134.48	\$ 63,569.47
City of Wilton Manors	Accountant	\$ 57,748.00	\$ 57,748.00
Town of Bay Harbor Islands	Payroll Coordinator	\$ 50,752.00	\$ 47,351.62
Town of Lauderdale by the Sea	Accounting Specialist/Accountant I	\$ 51,762.84	\$ 51,762.84
Town of Southwest Ranches	Accounting Clerk	\$ 40,000.00	\$ 40,000.00
Town of Surfside	Payroll/Accounts Payable Specialist	\$ 57,299.22	\$ 53,460.17
Market Results MidPoint Average		\$ 47,175.11	\$ 47,796.39
Recommended Midpoint		\$ 47,175.11	\$ 47,796.39
Current Town of Pembroke Park Salary		\$ 70,361.00	\$ 70,361.00
Midpoint Discrepancy			33%
Starting Range Discrepancy			42%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Finance	\$ 40,865.92	\$ 43,016.75	\$ 47,796.39	\$ 52,576.03	\$ 63,091.24	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Administrative Assistant

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Administrative Assistant	\$ 49,151.44	\$ 45,858.29
City of Belle Isle	Administrative Assistant	\$ 36,546.56	\$ 39,068.27
City of Fort Meade	Administrative Assistant	\$ 50,585.60	\$ 73,450.29
City of Inverness	HR Coordinator/Executive Assistant	\$ 45,885.00	\$ 61,302.36
City of Live Oak	Secretary	\$ 23,795.20	\$ 32,218.70
City of Macclenny	Building Department Secretary	\$ 35,796.80	\$ 43,600.50
City of Pahokee	Executive Assistant	\$ 32,760.00	\$ 32,268.60
City of West Miami	Public Works Administrative Assistant	\$ 37,449.15	\$ 34,940.06
City of Wilton Manors	Code Compliance Administrative Assistant	\$ 36,093.00	\$ 36,093.00
Town of Bay Harbor Islands	Admin Asst (Engineer, Public Works, Acc)	\$ 45,955.52	\$ 42,876.50
Town of Lauderdale by the Sea	Executive Assistant	\$ 46,973.36	\$ 46,973.36
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Records Technician/Assistant to Town Clerk	\$ 49,848.24	\$ 46,508.41
Market Results MidPoint Average		\$ 40,903.32	\$ 44,596.53
Recommended Midpoint		\$ 40,903.32	\$ 44,596.53
Current Town of Pembroke Park Salary - Admin Asst to ASD/Deputy Town Clerk		\$ 40,000.00	\$ 40,000.00
Current Town of Pembroke Park Salary - Admin Asst to Public Services Director		\$ 31,111.00	\$ 31,111.00
Current Town of Pembroke Park Salary - Admin Asst to Billing Administrator		Vacant	Vacant
Average		\$ 35,555.50	\$ 35,555.50
Midpoint Discrepancy		-15%	-25%
Starting Range Discrepancy		-7%	-13%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2/3	Administration/Public Services	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%

Administrative Assistant serves for the following positions:

Administrative Assistant to the Administrative Services Director/Deputy Town Clerk
Administrative Assistant to the Public Services Director

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Administrative Services Director/Deputy

Town Clerk

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Village Clerk	\$ 132,029.30	\$ 123,183.34
City of Belle Isle	City Clerk	\$ 66,253.99	\$ 70,825.52
City of Fort Meade	Deputy City Clerk	\$ 51,334.40	\$ 74,537.55
City of Inverness	City Clerk	\$ 65,302.00	\$ 87,243.47
City of Live Oak	City Clerk	\$ 51,188.80	\$ 69,309.64
City of Macclenny	Assistant City Manager	\$ 58,614.40	\$ 71,392.34
City of Pahokee	City Clerk	\$ 41,000.00	\$ 40,385.00
City of West Miami	City Clerk	\$ 68,134.48	\$ 63,569.47
City of Wilton Manors	Administrative Manager	\$ 90,442.00	\$ 90,442.00
Town of Bay Harbor Islands	Town Clerk	\$ 110,783.92	\$ 103,361.40
Town of Lauderdale by the Sea	Town Clerk	\$ 66,096.21	\$ 66,096.21
Town of Southwest Ranches	Town Clerk/General Services Manager (Avg.)	\$ 92,155.00	\$ 92,155.00
Town of Surfside	Town Clerk	\$ 100,785.57	\$ 94,032.94
Market Results MidPoint Average		\$ 76,470.77	\$ 80,502.60
Recommended Midpoint		\$ 76,470.77	\$ 80,502.60
Current Town of Pembroke Park Salary		\$ 99,115.00	\$ 99,115.00
Midpoint Discrepancy		23%	19%
Starting Range Discrepancy		31%	27%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
1	Administration	\$ 68,829.73	\$ 72,452.34	\$ 80,502.60	\$ 88,552.87	\$ 106,263.44	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Assistant Finance & Budget Director

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	Assistant Director of Finance	\$ 51,773.00	\$ 69,168.73
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Assistant Finance Director	\$ 94,872.00	\$ 94,872.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	Controller	\$ 75,246.00	\$ 75,246.00
Town of Surfside	Budget Officer	\$ 84,362.93	\$ 78,710.61
Market Results MidPoint Average		\$ 76,563.48	\$ 79,499.34
Recommended Midpoint		\$ 76,563.48	\$ 79,499.34
Current Town of Pembroke Park Salary		\$ 101,504.00	\$ 101,504.00
Midpoint Discrepancy		25%	22%
Starting Range Discrepancy		33%	30%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Finance	\$ 67,971.93	\$ 71,549.40	\$ 79,499.34	\$ 87,449.27	\$ 104,939.12	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Assistant Public Services Director

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Assistant Public Works Director	\$ 74,992.32	\$ 69,967.83
Town of Lauderdale by the Sea	Capital Projects Manager	\$ 66,096.21	\$ 66,096.21
Town of Southwest Ranches	Parks, Rec, & Open Space Manager	\$ 77,250.00	\$ 77,250.00
Town of Surfside	Assistant Public Works Director	\$ 90,943.68	\$ 84,850.45
Market Results MidPoint Average		\$ 77,320.55	\$ 74,541.12
Recommended Midpoint		\$ 77,320.55	\$ 78,000.00
Current Town of Pembroke Park Salary		\$ 75,880.00	\$ 75,880.00
Midpoint Discrepancy		-2%	-3%
Starting Range Discrepancy		12%	7%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 66,690.00	\$ 70,200.00	\$ 78,000.00	\$ 85,800.00	\$ 102,960.00	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Assistant Town Manager

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	Assistant City Manager	\$ 91,166.00	\$ 121,797.78
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Assistant City Manager	\$ 58,614.40	\$ 71,392.34
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Assistant City Manager	\$ 137,151.00	\$ 137,151.00
Town of Bay Harbor Islands	Assistant Town Manager/Finance Director	\$ 134,645.44	\$ 125,624.20
Town of Lauderdale by the Sea	Assistant Town Manager	\$ 114,546.53	\$ 114,546.53
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Assistant Town Manager	\$ 140,500.05	\$ 131,086.55
Market Results MidPoint Average		\$ 107,224.67	\$ 114,102.37
Recommended Midpoint		\$ 107,224.67	\$ 114,102.37
Current Town of Pembroke Park Salary		\$ 120,000.00	\$ 120,000.00
Midpoint Discrepancy		11%	5%
Starting Range Discrepancy		19%	14%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
1	Administration	\$ 97,557.52	\$ 102,692.13	\$ 114,102.37	\$ 125,512.60	\$ 150,615.13	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Billing Administrator

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Accountant	\$ 63,702.77	\$ 59,434.68
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Billing/Customer Service Manager	\$ 39,478.40	\$ 57,322.64
City of Inverness	None	\$ -	\$ -
City of Live Oak	Senior Accountant/Data Admin	\$ 42,328.28	\$ 57,312.49
City of Macclenny	<i>Billing Clerk</i>	\$ 31,962.67	\$ 38,930.53
City of Pahokee	Clerk Specialist	\$ 46,000.00	\$ 45,310.00
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Administrative Coordinator	\$ 46,920.00	\$ 46,920.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	Senior Office Specialist	\$ 49,275.16	\$ 49,275.16
Town of Southwest Ranches	Administrative Specialist	\$ 45,947.00	\$ 45,947.00
Town of Surfside	Accountant	\$ 57,000.00	\$ 53,181.00
Market Results MidPoint Average		\$ 48,831.45	\$ 51,837.87
Recommended Midpoint		\$ 48,831.45	\$ 51,837.87
Current Town of Pembroke Park Salary		\$ 72,561.00	\$ 72,561.00
Midpoint Discrepancy		33%	29%
Starting Range Discrepancy		39%	36%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Finance	\$ 44,321.38	\$ 46,654.08	\$ 51,837.87	\$ 57,021.66	\$ 68,425.99	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Building Clerk/Permit Technician

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Permit Clerk	\$ 44,443.85	\$ 41,466.11
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Permit Clerk	\$ 27,476.80	\$ 39,896.31
City of Inverness	None	\$ -	\$ -
City of Live Oak	<i>Building Department Secretary</i>	\$ 22,880.00	\$ 30,979.52
City of Macclenny	Building Department Secretary	\$ 38,500.00	\$ 46,893.00
City of Pahokee	None	\$ -	\$ -
City of West Miami	<i>Public Works Secretary</i>	\$ 23,668.42	\$ 22,082.64
City of Wilton Manors	Permit Technician	\$ 44,342.00	\$ 44,342.00
Town of Bay Harbor Islands	<i>Office Assistant Building Department</i>	\$ 24,377.60	\$ 22,744.30
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Customer Service Rep Building Dept	\$ 32,959.89	\$ 32,959.89
Market Results MidPoint Average		\$ 37,544.51	\$ 41,111.46
Recommended Midpoint		\$ 37,544.51	\$ 41,111.46
Current Town of Pembroke Park Salary		\$ 40,685.00	\$ 40,685.00
Midpoint Discrepancy		8%	-1%
Starting Range Discrepancy		14%	9%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Building	\$ 35,150.30	\$ 37,000.32	\$ 41,111.46	\$ 45,222.61	\$ 54,267.13	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Building Manager/Administrative Assistant to the Chief Building Official

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Administrative Assistant	\$ 49,151.44	\$ 45,858.29
City of Belle Isle	Administrative Assistant	\$ 36,546.56	\$ 39,068.27
City of Fort Meade	Administrative Assistant	\$ 50,585.60	\$ 73,450.29
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Building Department Secretary	\$ 35,796.80	\$ 43,600.50
City of Pahokee	Executive Assistant	\$ 32,760.00	\$ 32,268.60
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Admin Asst (Engineer, Public Works, Acc)	\$ 45,955.52	\$ 42,876.50
Town of Lauderdale by the Sea	Executive Assistant	\$ 46,973.36	\$ 46,973.36
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
NEOGOV.com (City Unknown)	Building Department Manager	\$ 70,088.76	\$ 70,088.76
Market Results MidPoint Average		\$ 56,608.60	\$ 63,132.45
Recommended Midpoint		\$ 56,608.60	\$ 63,132.45
Current Town of Pembroke Park Salary		\$ 73,653.00	\$ 73,653.00
Midpoint Discrepancy		23%	14%
Starting Range Discrepancy		27%	23%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Building	\$ 53,978.24	\$ 56,819.20	\$ 63,132.45	\$ 69,445.69	\$ 83,334.83	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Chief Building Official

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Building Official	\$ 147,290.00	\$ 137,421.57
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Building Official/Zoning Administrator	\$ 44,772.00	\$ 60,621.29
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Chief Building Official	\$ 95,669.76	\$ 89,259.89
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Building Official	\$ 110,582.99	\$ 103,173.93
Market Results MidPoint Average		\$ 117,847.58	\$ 109,951.80
Recommended Midpoint		\$ 117,847.58	\$ 109,951.80
Current Town of Pembroke Park Salary		\$ 94,147.00	\$ 94,147.00
Midpoint Discrepancy		-25%	-17%
Starting Range Discrepancy		0%	-5%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Building	\$ 94,008.78	\$ 98,956.62	\$ 109,951.80	\$ 120,946.97	\$ 145,136.37	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Code Enforcement Officer

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Code Compliance Officer I	\$ 38,376.00	\$ 35,804.81
City of Belle Isle	Code Enforcement Officer	\$ 48,657.12	\$ 52,014.46
City of Fort Meade	Code Enforcement Officer	\$ 32,697.60	\$ 47,476.92
City of Inverness	None	\$ -	\$ -
City of Live Oak	Code Enforcement Officer	\$ 32,635.20	\$ 44,188.06
City of Macclenny	None	\$ -	\$ -
City of Pahokee	Code Enforcement Officer	\$ 43,000.00	\$ 42,355.00
City of West Miami	Code Enforcement Officer	\$ 37,533.72	\$ 35,018.96
City of Wilton Manors	Code Compliance Officer	\$ 44,342.00	\$ 44,342.00
Town of Bay Harbor Islands	Code Enforcement Officer	\$ 50,752.00	\$ 47,351.62
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Code Compliance Officer I	\$ 38,376.00	\$ 35,804.81
Market Results MidPoint Average		\$ 40,707.74	\$ 42,706.29
Recommended Midpoint		\$ 40,707.74	\$ 42,706.29
Current Town of Pembroke Park Salary		\$ 44,554.00	\$ 44,554.00
Midpoint Discrepancy		9%	4%
Starting Range Discrepancy		18%	14%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Code Enforcement	\$ 36,513.88	\$ 38,435.66	\$ 42,706.29	\$ 46,976.92	\$ 56,372.31	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Code Enforcement Supervisor

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Senior Code Enforcement Officer	\$ 34,018.40	\$ 49,394.72
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Code Compliance Supervisor	\$ 54,654.00	\$ 54,654.00
Town of Bay Harbor Islands	Director of Code Comp/Parking/School Safety	\$ 71,419.92	\$ 66,634.79
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Code Compliance Director	\$ 86,275.00	\$ 80,494.58
Market Results MidPoint Average		\$ 61,591.83	\$ 62,794.52
Recommended Midpoint		\$ 61,591.83	\$ 62,794.52
Current Town of Pembroke Park Salary		\$ 52,348.00	\$ 52,348.00
Midpoint Discrepancy		-18%	-20%
Starting Range Discrepancy		-3%	-8%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Code Enforcement	\$ 53,689.31	\$ 56,515.07	\$ 62,794.52	\$ 69,073.97	\$ 82,888.77	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Contracts Administrator

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Project Procurement Specialist	\$ 33,300.80	\$ 45,089.28
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	Procurement & Budget Officer	\$ 56,650.00	\$ 56,650.00
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 44,975.40	\$ 50,869.64
Recommended Midpoint		\$ 44,975.40	\$ 50,869.64
Current Town of Pembroke Park Salary		Vacant	Vacant
Midpoint Discrepancy		Vacant	#VALUE!
Starting Range Discrepancy		Vacant	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Administration	\$ 43,493.54	\$ 45,782.68	\$ 50,869.64	\$ 55,956.61	\$ 67,147.93	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Executive Assistant to Mayor & Commission/Special Events Coordinator

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Executive Assistant	\$ 54,952.98	\$ 51,271.13
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Executive Secretary	\$ 30,500.00	\$ 41,297.00
City of Maccleenny	None	\$ -	\$ -
City of Pahokee	Executive Assistant	\$ 32,760.00	\$ 32,268.60
City of West Miami	City Manager Administrative Assistant	\$ 45,519.57	\$ 42,469.76
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Executive Assistant	\$ 53,284.40	\$ 49,714.35
Town of Lauderdale by the Sea	Executive Assistant	\$ 46,973.76	\$ 46,973.76
Town of Southwest Ranches	Executive Assistant to Town Administrator	\$ 48,676.00	\$ 48,676.00
Town of Surfside	Senior Executive Assistant to Town Manager	\$ 70,720.83	\$ 65,982.53
Market Results MidPoint Average		\$ 50,089.65	\$ 49,483.50
Recommended Midpoint		\$ 50,089.65	\$ 49,483.50
Current Town of Pembroke Park Salary		\$ 44,555.00	\$ 44,555.00
Midpoint Discrepancy		-12%	-11%
Starting Range Discrepancy		5%	0%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Administration	\$ 42,308.40	\$ 44,535.15	\$ 49,483.50	\$ 54,431.85	\$ 65,318.23	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Executive Assistant to the Town Manager & Assistant Town Manager

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Executive Assistant	\$ 54,952.98	\$ 51,271.13
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Executive Secretary	\$ 30,500.00	\$ 41,297.00
City of Macclenny	None	\$ -	\$ -
City of Pahokee	Executive Assistant	\$ 32,760.00	\$ 32,268.60
City of West Miami	City Manager Administrative Assistant	\$ 45,519.57	\$ 42,469.76
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Executive Assistant	\$ 53,284.40	\$ 49,714.35
Town of Lauderdale by the Sea	Executive Assistant	\$ 46,973.76	\$ 46,973.76
Town of Southwest Ranches	Executive Assistant to Town Administrator	\$ 48,676.00	\$ 48,676.00
Town of Surfside	Senior Executive Assistant to Town Manager	\$ 70,720.83	\$ 65,982.53
Market Results MidPoint Average		\$ 46,651.12	\$ 46,733.67
Recommended Midpoint		\$ 46,651.12	\$ 46,733.67
Current Town of Pembroke Park Salary		\$ 40,000.00	\$ 40,000.00
Midpoint Discrepancy		-17%	-17%
Starting Range Discrepancy		0%	-5%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Administration	\$ 39,957.28	\$ 42,060.30	\$ 46,733.67	\$ 51,407.03	\$ 61,688.44	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Finance & Budget Director

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Chief Financial Officer	\$ 144,999.92	\$ 135,284.93
City of Belle Isle	Finance Director	\$ 82,555.20	\$ 88,251.51
City of Fort Meade	Finance Director	\$ 70,179.20	\$ 101,900.20
City of Inverness	Director of Finance	\$ 84,900.00	\$ 113,426.40
City of Live Oak	Finance Director	\$ 77,792.00	\$ 105,330.37
City of Macclenny	City Finance Director	\$ 56,638.40	\$ 68,985.57
City of Pahokee	Director of Finance	\$ 75,000.00	\$ 73,875.00
City of West Miami	Finance Director	\$ 88,682.77	\$ 82,741.02
City of Wilton Manors	Finance Director	\$ 130,964.00	\$ 130,964.00
Town of Bay Harbor Islands	Assistant Town Manager/Finance Director	\$ 134,645.44	\$ 125,624.20
Town of Lauderdale by the Sea	Director of Finance/Budget	\$ 86,130.42	\$ 86,130.42
Town of Southwest Ranches	Controller	\$ 75,246.00	\$ 75,246.00
Town of Surfside	Controller	\$ 95,000.05	\$ 88,635.05
Market Results MidPoint Average		\$ 92,517.95	\$ 98,184.20
Recommended Midpoint		\$ 92,517.95	\$ 98,184.20
Current Town of Pembroke Park Salary		Vacant	Vacant
Midpoint Discrepancy		Vacant	#VALUE!
Starting Range Discrepancy		Vacant	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Finance	\$ 83,947.49	\$ 88,365.78	\$ 98,184.20	\$ 108,002.62	\$ 129,603.15	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: IT Administrator

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	IT Manager	\$ 96,794.00	\$ 129,316.78
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Information Systems	\$ 59,217.60	\$ 72,127.04
City of Pahokee	None	\$ -	\$ -
City of West Miami	IT/Webmaster	\$ 45,519.57	\$ 42,469.76
City of Wilton Manors	IT Manager	\$ 94,872.00	\$ 94,872.00
Town of Bay Harbor Islands	Information Systems Manager	\$ 95,699.76	\$ 89,287.88
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 78,420.59	\$ 85,614.69
Recommended Midpoint		\$ 78,420.59	\$ 85,614.69
Current Town of Pembroke Park Salary		Vacant	Vacant
Midpoint Discrepancy		Vacant	#VALUE!
Starting Range Discrepancy		Vacant	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Administration	\$ 73,200.56	\$ 77,053.22	\$ 85,614.69	\$ 94,176.16	\$ 113,011.39	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Maintenance Worker - Stormwater & Wastewater

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Streets/Stormwater/Wastewater	\$ 27,627.60	\$ 40,115.28
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Water Maintenance/Sewer Plant Maintenance	\$ 40,535.04	\$ 49,371.68
City of Pahokee	<i>Maintenance Worker I</i>	\$ 25,417.50	\$ 25,036.24
City of West Miami	Water & Sewer Service Technician	\$ 40,054.64	\$ 37,370.98
City of Wilton Manors	Maintenance Worker I & II (Avg.)	\$ 34,030.50	\$ 34,030.50
Town of Bay Harbor Islands	Maintenance Worker I & II (Avg.)	\$ 35,235.20	\$ 32,874.44
Town of Lauderdale by the Sea	Maintenance Worker I, II, & III (Avg.)	\$ 39,996.09	\$ 39,996.09
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Maintenance Worker II Stormwater	\$ 31,200.00	\$ 29,109.60
Market Results MidPoint Average		\$ 35,525.58	\$ 37,552.65
Recommended Midpoint		\$ 35,525.58	\$ 37,892.95
Current Town of Pembroke Park Salary		\$ 40,793.78	\$ 40,793.78
Midpoint Discrepancy		13%	7%
Starting Range Discrepancy		21%	16%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Public Services	\$ 32,398.47	\$ 34,103.66	\$ 37,892.95	\$ 41,682.25	\$ 50,018.69	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Maintenance Worker - Roads & Streets

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Streets Maintenance	\$ 48,342.49	\$ 45,103.54
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Streets/Stormwater/Wastewater	\$ 24,731.20	\$ 35,909.70
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Street Maintenance	\$ 45,021.60	\$ 54,836.31
City of Pahokee	<i>Maintenance Worker I</i>	\$ 25,417.50	\$ 25,036.24
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Maintenance Worker I & II (Avg.)	\$ 34,030.50	\$ 34,030.50
Town of Bay Harbor Islands	Maintenance Worker I & II (Avg.)	\$ 35,235.20	\$ 32,874.44
Town of Lauderdale by the Sea	Maintenance Worker I, II, & III (Avg.)	\$ 39,996.09	\$ 39,996.09
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 37,892.85	\$ 40,458.43
Recommended Midpoint		\$ 37,892.85	\$ 37,892.85
Current Town of Pembroke Park Salary		\$ 40,793.78	\$ 40,793.78
Midpoint Discrepancy		7%	7%
Starting Range Discrepancy		21%	16%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Maintenance Worker - Parks

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	<i>Park Attendant</i>	\$ 26,265.87	\$ 24,506.06
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Parks Maintenance	\$ 21,892.00	\$ 31,787.18
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Parks & Recreation	\$ 28,371.20	\$ 34,556.12
City of Pahokee	<i>Maintenance Worker I</i>	\$ 25,417.50	\$ 25,036.24
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Maintenance Worker I & II (Avg.)	\$ 34,030.50	\$ 34,030.50
Town of Bay Harbor Islands	<i>Camp Counselor Park Attendant</i>	\$ 24,377.60	\$ 22,744.30
Town of Lauderdale by the Sea	Maintenance Worker I, II, & III (Avg.)	\$ 39,996.09	\$ 39,996.09
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 31,072.45	\$ 35,092.47
Recommended Midpoint		\$ 31,072.45	\$ 37,892.95
Current Town of Pembroke Park Salary		\$ 40,793.78	\$ 40,793.78
Midpoint Discrepancy		24%	7%
Starting Range Discrepancy		21%	16%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Public Services	\$ 32,398.47	\$ 34,103.66	\$ 37,892.95	\$ 41,682.25	\$ 50,018.69	29%	20%

Job Summary:

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

*Amounts underlined were adjusted based on the cost of living in comparison to Broward County.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Parks Crew Leader

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Parks Supervisor	\$ 41,662.40	\$ 60,493.80
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Lead Park Attendant	\$ 32,665.36	\$ 30,476.78
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Parks & Recreation Superintendent	\$ 72,518.58	\$ 67,659.84
Market Results MidPoint Average		\$ 48,948.78	\$ 52,876.81
Recommended Midpoint		\$ 48,948.78	\$ 45,055.61
Current Town of Pembroke Park Salary		\$ 58,032.00	\$ 58,032.00
Midpoint Discrepancy		16%	22%
Starting Range Discrepancy		34%	30%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Project Manager - Public Services

Department

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Capital Project Manager Compliance Officer	\$ 134,000.10	\$ 125,022.09
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Project Procurement Specialist	\$ 33,300.80	\$ 45,089.28
City of Maccleenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Capital Projects/Grants Manager	\$ 81,466.00	\$ 81,466.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	Special Projects Coordinator	\$ 57,095.75	\$ 57,095.75
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 76,465.66	\$ 77,168.28
Recommended Midpoint		\$ 76,465.66	\$ 77,168.28
Current Town of Pembroke Park Salary		\$ 57,533.00	\$ 57,533.00
Midpoint Discrepancy		-33%	-34%
Starting Range Discrepancy		-15%	-21%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 65,978.88	\$ 69,451.45	\$ 77,168.28	\$ 84,885.11	\$ 101,862.13	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Public Services Director

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Director of Parks & Public Spaces	\$ 155,109.50	\$ 144,717.16
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Public Works Director	\$ 67,121.60	\$ 97,460.56
City of Inverness	Director of Public Works	\$ 67,530.00	\$ 90,220.08
City of Live Oak	Public Works Director	\$ 55,536.00	\$ 75,195.74
City of Macclenny	Water & Sewer Director	\$ 68,182.40	\$ 83,046.16
City of Pahokee	Public Works Director	\$ 64,500.00	\$ 63,532.50
City of West Miami	Public Works Director	\$ 103,283.23	\$ 96,363.25
City of Wilton Manors	Utilities / Emergency Management Director	\$ 108,277.00	\$ 108,277.00
Town of Bay Harbor Islands	Public Works Director	\$ 95,669.76	\$ 89,259.89
Town of Lauderdale by the Sea	Municipal Services Director	\$ 107,663.36	\$ 107,663.36
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Public Works Director	\$ 111,780.03	\$ 104,290.77
Market Results MidPoint Average		\$ 89,287.29	\$ 95,573.57
Recommended Midpoint		\$ 89,287.29	\$ 95,573.57
Current Town of Pembroke Park Salary		\$ 95,313.00	\$ 95,313.00
Midpoint Discrepancy		6%	0%
Starting Range Discrepancy		14%	10%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 81,715.40	\$ 86,016.21	\$ 95,573.57	\$ 105,130.93	\$ 126,157.11	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Receptionist

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Receptionist	\$ 44,135.94	\$ 41,178.83
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	Office Coordinator	\$ 60,382.40	\$ 73,545.76
City of Pahokee	None	\$ -	\$ -
City of West Miami	Office Clerk	\$ 30,334.16	\$ 28,301.77
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Office Assistant	\$ 37,805.04	\$ 35,272.10
Town of Lauderdale by the Sea	Office Specialist	\$ 35,052.21	\$ 35,052.21
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 41,541.95	\$ 42,670.14
Recommended Midpoint		\$ 41,541.95	\$ 42,670.14
Current Town of Pembroke Park Salary		\$ 31,111.00	\$ 31,111.00
Midpoint Discrepancy		-34%	-37%
Starting Range Discrepancy		-17%	-23%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Administration	\$ 36,482.97	\$ 38,403.12	\$ 42,670.14	\$ 46,937.15	\$ 56,324.58	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Records Management Specialist

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Records Administrator/Patrol Clerk	\$ 41,362.67	\$ 38,591.37
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	Records Supervisor	\$ 34,008.00	\$ 46,046.83
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	Police Records Technician	\$ 57,399.00	\$ 57,399.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	Records Technician/Assistant to Town Clerk	\$ 49,848.24	\$ 46,508.41
Market Results MidPoint Average		\$ 45,654.48	\$ 47,136.40
Recommended Midpoint		\$ 45,654.48	\$ 47,136.40
Current Town of Pembroke Park Salary		\$ 31,111.00	\$ 31,111.00
Midpoint Discrepancy		-47%	-52%
Starting Range Discrepancy		-30%	-36%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Administration	\$ 40,301.62	\$ 42,422.76	\$ 47,136.40	\$ 51,850.04	\$ 62,220.05	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Roads & Streets Crew Leader

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Streets Crew Leader	\$ 29,317.60	\$ 42,569.16
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	Tree Trimmer Crew Leader	\$ 35,746.40	\$ 33,351.39
City of Wilton Manors	Crew Leader	\$ 46,920.00	\$ 46,920.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 37,328.00	\$ 40,946.85
Recommended Midpoint		\$ 37,328.00	\$ 45,055.61
Current Town of Pembroke Park Salary		Future	Future
Midpoint Discrepancy		Future	#VALUE!
Starting Range Discrepancy		Future	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Stormwater & Wastewater Crew Leader

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	Streets/Stormwater Supervisor	\$ 39,478.40	\$ 57,322.64
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	Public Works Supervisor	\$ 39,520.00	\$ 38,927.20
City of West Miami	Foreman	\$ 41,745.74	\$ 38,948.78
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Water and Sewer Foreman	\$ 48,257.04	\$ 45,023.82
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 42,250.30	\$ 45,055.61
Recommended Midpoint		\$ 42,250.30	\$ 45,055.61
Current Town of Pembroke Park Salary		\$ 72,571.00	\$ 72,571.00
Midpoint Discrepancy		Future	38%
Starting Range Discrepancy		Future	44%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
3	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Superintendent

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	Public Works Manager	\$ 51,806.71	\$ 55,381.37
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	Parks, Rec, & Open Space Manager	\$ 77,250.00	\$ 77,250.00
Town of Surfside	Parks & Recreation Superintendent	\$ 72,518.58	\$ 67,659.84
Market Results MidPoint Average		\$ 67,191.76	\$ 66,763.74
Recommended Midpoint		\$ 67,191.76	\$ 66,763.74
Current Town of Golden Beach Salary		\$ 76,371.00	\$ 76,371.00
Midpoint Discrepancy		12%	13%
Starting Range Discrepancy		25%	21%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Public Services	\$ 57,082.99	\$ 60,087.36	\$ 66,763.74	\$ 73,440.11	\$ 88,128.13	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Town Engineer

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	None	\$ -	\$ -
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	None	\$ -	\$ -
Town of Bay Harbor Islands	Town Engineer	\$ 95,699.76	\$ 89,287.88
Town of Lauderdale by the Sea	None	\$ -	\$ -
Town of Southwest Ranches	Town Engineer	\$ 127,088.00	\$ 127,088.00
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 111,393.88	\$ 108,187.94
Recommended Midpoint		\$ 111,393.88	\$ 108,187.94
Current Town of Pembroke Park Salary		Future	Future
Midpoint Discrepancy		Future	#VALUE!
Starting Range Discrepancy		Future	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Building	\$ 92,500.69	\$ 97,369.14	\$ 108,187.94	\$ 119,006.73	\$ 142,808.08	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Town Manager

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	Village Manager	\$ 262,701.14	\$ 245,100.16
City of Belle Isle	City Manager	\$ 143,000.00	\$ 152,867.00
City of Fort Meade	City Manager	\$ 115,003.20	\$ 166,984.65
City of Inverness	City Manager	\$ 112,214.00	\$ 149,917.90
City of Live Oak	City Manager	\$ 94,307.30	\$ 127,692.08
City of Macclenny	City Manager	\$ 92,400.00	\$ 112,543.20
City of Pahokee	City Manager	\$ 118,000.00	\$ 116,230.00
City of West Miami	City Manager	\$ 141,594.16	\$ 132,107.35
City of Wilton Manors	City Manager	\$ 184,379.00	\$ 184,379.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	Town Manager	\$ 160,000.00	\$ 160,000.00
Town of Southwest Ranches	Town Administrator	\$ 160,000.00	\$ 160,000.00
Town of Surfside	Town Manager	\$ 176,533.78	\$ 164,706.02
Market Results MidPoint Average		\$ 146,677.72	\$ 156,043.95
Recommended Midpoint		\$ 146,677.72	\$ 156,043.95
Current Town of Pembroke Park Salary		\$ 150,000.00	\$ 150,000.00
Midpoint Discrepancy		2%	-4%
Starting Range Discrepancy		11%	6%

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
1	Administration	\$ 133,417.57	\$ 140,439.55	\$ 156,043.95	\$ 171,648.34	\$ 205,978.01	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Town of Pembroke Park Compensation Study

MARKET RESULTS REPORT

Town of Pembroke Park Surveyed Position: Town Planner

Municipality	Position	Average Salary	Cost of Living Adjustment
Bal Harbour Village	None	\$ -	\$ -
City of Belle Isle	None	\$ -	\$ -
City of Fort Meade	City Planner	\$ 45,822.24	\$ 66,533.89
City of Inverness	None	\$ -	\$ -
City of Live Oak	None	\$ -	\$ -
City of Macclenny	None	\$ -	\$ -
City of Pahokee	None	\$ -	\$ -
City of West Miami	None	\$ -	\$ -
City of Wilton Manors	City Planner	\$ 81,466.00	\$ 81,466.00
Town of Bay Harbor Islands	None	\$ -	\$ -
Town of Lauderdale by the Sea	Asst Deveopment Services Dir/Town Planner	\$ 80,339.39	\$ 80,339.39
Town of Southwest Ranches	None	\$ -	\$ -
Town of Surfside	None	\$ -	\$ -
Market Results MidPoint Average		\$ 69,209.21	\$ 76,113.09
Recommended Midpoint		\$ 69,209.21	\$ 76,113.09
Current Town of Pembroke Park Salary		Future	Future
Midpoint Discrepancy		Future	#VALUE!
Starting Range Discrepancy		Future	#VALUE!

Recommended Salary Range based on Market Results Midpoint

Tier	Department	Minimum/Starting Salary	25% Percentile	Midpoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	75% Percentile/Max Salary Range to Cap Growth
2	Building	\$ 65,076.70	\$ 68,501.78	\$ 76,113.09	\$ 83,724.40	\$ 100,469.28	29%	20%

*Positions in *italics* were removed from the Compensation Study List of comparable salaries because the salary amount and/or job title was invalid and incompatible in comparison to the other listed salary amounts.

Section 4: Market Salary Results Reports

ALPHABETICAL ORDER REPORT

Town of Pembroke Park Position/Job Title	Tier	FLSA	Department	Minimum/Starting Salary	25% Percentile	MidPoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	Max Salary to Cap Growth
Accounts Payable Purchasing Clerk	3	N	Finance	\$ 40,666.89	\$ 42,807.25	\$ 47,563.61	\$ 52,319.97	\$ 62,783.97	29%	20%
Accounts Receivables/Payroll Clerk	3	N	Finance	\$ 40,865.92	\$ 43,016.75	\$ 47,796.39	\$ 52,576.03	\$ 63,091.24	29%	20%
Administrative Assistant to Administrative Services Director/Deputy Town Clerk	3	E	Administration	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Administrative Assistant to Public Services Director	3	N	Public Services	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Administrative Services Director/Deputy Town Clerk	2	E	Administration	\$ 68,829.73	\$ 72,452.34	\$ 80,502.60	\$ 88,552.87	\$ 106,263.44	29%	20%
Assistant Finance & Budget Director	2	E	Finance	\$ 67,971.93	\$ 71,549.40	\$ 79,499.34	\$ 87,449.27	\$ 104,939.12	29%	20%
Assistant Public Services Director	2	E	Public Services	\$ 66,690.00	\$ 70,200.00	\$ 78,000.00	\$ 85,800.00	\$ 102,960.00	29%	20%
Assistant Town Manager	1	E	Administration	\$ 97,557.52	\$ 102,692.13	\$ 114,102.37	\$ 125,512.60	\$ 150,615.13	29%	20%
Billing Administrator	2	E	Finance	\$ 44,321.38	\$ 46,654.08	\$ 51,837.87	\$ 57,021.66	\$ 68,425.99	29%	20%
Building Clerk/Permit Technician	3	N	Building	\$ 35,150.30	\$ 37,000.32	\$ 41,111.46	\$ 45,222.61	\$ 54,267.13	29%	20%
Building Manager/Administrative Assistant to Chief Building Official	2	E	Building	\$ 53,978.24	\$ 56,819.20	\$ 63,132.45	\$ 69,445.69	\$ 83,334.83	29%	20%
Chief Building Official	2	E	Building	\$ 94,008.78	\$ 98,956.62	\$ 109,951.80	\$ 120,946.97	\$ 145,136.37	29%	20%
Code Enforcement Officer	3	N	Code Enforcement	\$ 36,513.88	\$ 38,435.66	\$ 42,706.29	\$ 46,976.92	\$ 56,372.31	29%	20%
Code Enforcement Supervisor	2	N	Code Enforcement	\$ 53,689.31	\$ 56,515.07	\$ 62,794.52	\$ 69,073.97	\$ 82,888.77	29%	20%
Contracts Administrator	3	N	Administration	\$ 43,493.54	\$ 45,782.68	\$ 50,869.64	\$ 55,956.61	\$ 67,147.93	29%	20%
Executive Assistant to Mayor & Commission/Special Events Coordinator	2	E	Administration	\$ 40,468.55	\$ 42,598.48	\$ 47,331.64	\$ 52,064.81	\$ 62,477.77	29%	20%
Executive Assistant to Town Manager & Assistant Town Manager	2	E	Administration	\$ 38,190.48	\$ 40,200.50	\$ 44,667.23	\$ 49,133.95	\$ 58,960.74	29%	20%
Finance & Budget Director	2	E	Finance	\$ 83,947.49	\$ 88,365.78	\$ 98,184.20	\$ 108,002.62	\$ 129,603.15	29%	20%
IT Administrator	2	E	Administration	\$ 73,200.56	\$ 77,053.22	\$ 85,614.69	\$ 94,176.16	\$ 113,011.39	29%	20%
Maintenance Worker - Parks	3	N	Public Services	\$ 32,398.47	\$ 34,103.66	\$ 37,892.95	\$ 41,682.25	\$ 50,018.69	29%	20%
Maintenance Worker - Roads & Streets	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Stormwater & Wastewater	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Parks Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Project Manager - Public Services Department	2	N	Public Services	\$ 65,978.88	\$ 69,451.45	\$ 77,168.28	\$ 84,885.11	\$ 101,862.13	29%	20%
Public Services Director	2	E	Public Services	\$ 81,715.40	\$ 86,016.21	\$ 95,573.57	\$ 105,130.93	\$ 126,157.11	29%	20%
Receptionist	3	N	Administration	\$ 36,482.97	\$ 38,403.12	\$ 42,670.14	\$ 46,937.15	\$ 56,324.58	29%	20%
Records Management Specialist	3	N	Administration	\$ 40,301.62	\$ 42,422.76	\$ 47,136.40	\$ 51,850.04	\$ 62,220.05	29%	20%
Roads & Streets Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Stormwater & Wastewater Crew Leader	2	N	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%
Superintendent	2	E	Public Services	\$ 57,082.99	\$ 60,087.36	\$ 66,763.74	\$ 73,440.11	\$ 88,128.13	29%	20%
Town Engineer	2	E	Building	\$ 92,500.69	\$ 97,369.14	\$ 108,187.94	\$ 119,006.73	\$ 142,808.08	29%	20%
Town Manager	1	E	Administration	\$ 133,417.57	\$ 140,439.55	\$ 156,043.95	\$ 171,648.34	\$ 205,978.01	29%	20%
Town Planner	2	E	Building	\$ 65,076.70	\$ 68,501.78	\$ 76,113.09	\$ 83,724.40	\$ 100,469.28	29%	20%

DEPARTMENT REPORT

Town of Pembroke Park Position/Job Title	Tier	FLSA	Department	Minimum/Starting Salary	25% Percentile	MidPoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	Max Salary to Cap Growth
Administrative Assistant to Administrative Services Director/Deputy Town Clerk	3	E	Administration	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Administrative Services Director/Deputy Town Clerk	2	E	Administration	\$ 68,829.73	\$ 72,452.34	\$ 80,502.60	\$ 88,552.87	\$ 106,263.44	29%	20%
Assistant Town Manager	1	E	Administration	\$ 97,557.52	\$ 102,692.13	\$ 114,102.37	\$ 125,512.60	\$ 150,615.13	29%	20%
Contracts Administrator	3	N	Administration	\$ 43,493.54	\$ 45,782.68	\$ 50,869.64	\$ 55,956.61	\$ 67,147.93	29%	20%
Executive Assistant to Mayor & Commission/Special Events Coordinator	2	E	Administration	\$ 40,468.55	\$ 42,598.48	\$ 47,331.64	\$ 52,064.81	\$ 62,477.77	29%	20%
Executive Assistant to Town Manager & Assistant Town Manager	2	E	Administration	\$ 38,190.48	\$ 40,200.50	\$ 44,667.23	\$ 49,133.95	\$ 58,960.74	29%	20%
IT Administrator	2	E	Administration	\$ 73,200.56	\$ 77,053.22	\$ 85,614.69	\$ 94,176.16	\$ 113,011.39	29%	20%
Receptionist	3	N	Administration	\$ 36,482.97	\$ 38,403.12	\$ 42,670.14	\$ 46,937.15	\$ 56,324.58	29%	20%
Records Management Specialist	3	N	Administration	\$ 40,301.62	\$ 42,422.76	\$ 47,136.40	\$ 51,850.04	\$ 62,220.05	29%	20%
Town Manager	1	E	Administration	\$ 133,417.57	\$ 140,439.55	\$ 156,043.95	\$ 171,648.34	\$ 205,978.01	29%	20%
Building Clerk/Permit Technician	3	N	Building	\$ 35,150.30	\$ 37,000.32	\$ 41,111.46	\$ 45,222.61	\$ 54,267.13	29%	20%
Building Manager/Administrative Assistant to Chief Building Official	2	E	Building	\$ 53,978.24	\$ 56,819.20	\$ 63,132.45	\$ 69,445.69	\$ 83,334.83	29%	20%
Chief Building Official	2	E	Building	\$ 94,008.78	\$ 98,956.62	\$ 109,951.80	\$ 120,946.97	\$ 145,136.37	29%	20%
Town Engineer	2	E	Building	\$ 92,500.69	\$ 97,369.14	\$ 108,187.94	\$ 119,006.73	\$ 142,808.08	29%	20%
Town Planner	2	E	Building	\$ 65,076.70	\$ 68,501.78	\$ 76,113.09	\$ 83,724.40	\$ 100,469.28	29%	20%
Code Enforcement Officer	3	N	Code Enforcement	\$ 36,513.88	\$ 38,435.66	\$ 42,706.29	\$ 46,976.92	\$ 56,372.31	29%	20%
Code Enforcement Supervisor	2	N	Code Enforcement	\$ 53,689.31	\$ 56,515.07	\$ 62,794.52	\$ 69,073.97	\$ 82,888.77	29%	20%
Accounts Payable Purchasing Clerk	3	N	Finance	\$ 40,666.89	\$ 42,807.25	\$ 47,563.61	\$ 52,319.97	\$ 62,783.97	29%	20%
Accounts Receivables/Payroll Clerk	3	N	Finance	\$ 40,865.92	\$ 43,016.75	\$ 47,796.39	\$ 52,576.03	\$ 63,091.24	29%	20%
Assistant Finance & Budget Director	2	E	Finance	\$ 67,971.93	\$ 71,549.40	\$ 79,499.34	\$ 87,449.27	\$ 104,939.12	29%	20%
Billing Administrator	2	E	Finance	\$ 44,321.38	\$ 46,654.08	\$ 51,837.87	\$ 57,021.66	\$ 68,425.99	29%	20%
Finance & Budget Director	2	E	Finance	\$ 83,947.49	\$ 88,365.78	\$ 98,184.20	\$ 108,002.62	\$ 129,603.15	29%	20%
Police Chief	2	E	Police	\$ 101,241.04	\$ 106,569.52	\$ 118,410.58	\$ 130,251.63	\$ 156,301.96	29%	20%
Administrative Assistant to Public Services Director	3	N	Public Services	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Assistant Public Services Director	2	E	Public Services	\$ 66,690.00	\$ 70,200.00	\$ 78,000.00	\$ 85,800.00	\$ 102,960.00	29%	20%
Maintenance Worker - Parks	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Roads & Streets	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Stormwater & Wastewater	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Parks Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Project Manager - Public Services Department	2	N	Public Services	\$ 65,978.88	\$ 69,451.45	\$ 77,168.28	\$ 84,885.11	\$ 101,862.13	29%	20%
Public Services Director	2	E	Public Services	\$ 81,715.40	\$ 86,016.21	\$ 95,573.57	\$ 105,130.93	\$ 126,157.11	29%	20%
Roads & Streets Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Stormwater & Wastewater Crew Leader	2	N	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%
Superintendent	2	E	Public Services	\$ 57,082.99	\$ 60,087.36	\$ 66,763.74	\$ 73,440.11	\$ 88,128.13	29%	20%

SALARY REPORT

Town of Pembroke Park Position/Job Title	Tier	FLSA	Department	Minimum/Starting Salary	25% Percentile	MidPoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	Max Salary to Cap Growth
Town Manager	1	E	Administration	\$ 133,417.57	\$ 140,439.55	\$ 156,043.95	\$ 171,648.34	\$ 205,978.01	29%	20%
Assistant Town Manager	1	E	Administration	\$ 97,557.52	\$ 102,692.13	\$ 114,102.37	\$ 125,512.60	\$ 150,615.13	29%	20%
Chief Building Official	2	E	Building	\$ 94,008.78	\$ 98,956.62	\$ 109,951.80	\$ 120,946.97	\$ 145,136.37	29%	20%
Town Engineer	2	E	Building	\$ 92,500.69	\$ 97,369.14	\$ 108,187.94	\$ 119,006.73	\$ 142,808.08	29%	20%
Finance & Budget Director	2	E	Finance	\$ 83,947.49	\$ 88,365.78	\$ 98,184.20	\$ 108,002.62	\$ 129,603.15	29%	20%
Public Services Director	2	E	Public Services	\$ 81,715.40	\$ 86,016.21	\$ 95,573.57	\$ 105,130.93	\$ 126,157.11	29%	20%
IT Administrator	2	E	Administration	\$ 73,200.56	\$ 77,053.22	\$ 85,614.69	\$ 94,176.16	\$ 113,011.39	29%	20%
Administrative Services Director/Deputy Town Clerk	2	E	Administration	\$ 68,829.73	\$ 72,452.34	\$ 80,502.60	\$ 88,552.87	\$ 106,263.44	29%	20%
Assistant Finance & Budget Director	2	E	Finance	\$ 67,971.93	\$ 71,549.40	\$ 79,499.34	\$ 87,449.27	\$ 104,939.12	29%	20%
Assistant Public Services Director	2	E	Public Services	\$ 66,690.00	\$ 70,200.00	\$ 78,000.00	\$ 85,800.00	\$ 102,960.00	29%	20%
Project Manager - Public Services Department	2	N	Public Services	\$ 65,978.88	\$ 69,451.45	\$ 77,168.28	\$ 84,885.11	\$ 101,862.13	29%	20%
Town Planner	2	E	Building	\$ 65,076.70	\$ 68,501.78	\$ 76,113.09	\$ 83,724.40	\$ 100,469.28	29%	20%
Superintendent	2	E	Public Services	\$ 57,082.99	\$ 60,087.36	\$ 66,763.74	\$ 73,440.11	\$ 88,128.13	29%	20%
Building Manager/Administrative Assistant to Chief Building Official	2	E	Building	\$ 53,978.24	\$ 56,819.20	\$ 63,132.45	\$ 69,445.69	\$ 83,334.83	29%	20%
Code Enforcement Supervisor	2	N	Code Enforcement	\$ 53,689.31	\$ 56,515.07	\$ 62,794.52	\$ 69,073.97	\$ 82,888.77	29%	20%
Billing Administrator	2	E	Finance	\$ 44,321.38	\$ 46,654.08	\$ 51,837.87	\$ 57,021.66	\$ 68,425.99	29%	20%
Contracts Administrator	3	N	Administration	\$ 43,493.54	\$ 45,782.68	\$ 50,869.64	\$ 55,956.61	\$ 67,147.93	29%	20%
Accounts Receivables/Payroll Clerk	3	N	Finance	\$ 40,865.92	\$ 43,016.75	\$ 47,796.39	\$ 52,576.03	\$ 63,091.24	29%	20%
Accounts Payable Purchasing Clerk	3	N	Finance	\$ 40,666.89	\$ 42,807.25	\$ 47,563.61	\$ 52,319.97	\$ 62,783.97	29%	20%
Executive Assistant to Mayor & Commission/Special Events Coordinator	2	E	Administration	\$ 40,468.55	\$ 42,598.48	\$ 47,331.64	\$ 52,064.81	\$ 62,477.77	29%	20%
Records Management Specialist	3	N	Administration	\$ 40,301.62	\$ 42,422.76	\$ 47,136.40	\$ 51,850.04	\$ 62,220.05	29%	20%
Roads & Streets Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Parks Crew Leader	2	N	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%
Stormwater & Wastewater Crew Leader	2	N	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%
Executive Assistant to Town Manager & Assistant Town Manager	2	E	Administration	\$ 38,190.48	\$ 40,200.50	\$ 44,667.23	\$ 49,133.95	\$ 58,960.74	29%	20%
Administrative Assistant to Administrative Services Director/Deputy Town Clerk	3	E	Administration	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Administrative Assistant to Public Services Director	3	N	Public Services	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Code Enforcement Officer	3	N	Code Enforcement	\$ 36,513.88	\$ 38,435.66	\$ 42,706.29	\$ 46,976.92	\$ 56,372.31	29%	20%
Receptionist	3	N	Administration	\$ 36,482.97	\$ 38,403.12	\$ 42,670.14	\$ 46,937.15	\$ 56,324.58	29%	20%
Building Clerk/Permit Technician	3	N	Building	\$ 35,150.30	\$ 37,000.32	\$ 41,111.46	\$ 45,222.61	\$ 54,267.13	29%	20%
Maintenance Worker - Roads & Streets	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Stormwater & Wastewater	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Parks	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%

TIER REPORT

Town of Pembroke Park Position/Job Title	Tier	FLSA	Department	Minimum/Starting Salary	25% Percentile	MidPoint 50% Percentile	75% Percentile/Max Starting Salary	Cap	Salary Range Growth	Max Salary to Cap Growth
Assistant Town Manager	1	E	Administration	\$ 97,557.52	\$ 102,692.13	\$ 114,102.37	\$ 125,512.60	\$ 150,615.13	29%	20%
Town Manager	1	E	Administration	\$ 133,417.57	\$ 140,439.55	\$ 156,043.95	\$ 171,648.34	\$ 205,978.01	29%	20%
Executive Assistant to Mayor & Commission/Special Events Coordinator	2	E	Administration	\$ 40,468.55	\$ 42,598.48	\$ 47,331.64	\$ 52,064.81	\$ 62,477.77	29%	20%
Administrative Services Director/Deputy Town Clerk	2	E	Administration	\$ 68,829.73	\$ 72,452.34	\$ 80,502.60	\$ 88,552.87	\$ 106,263.44	29%	20%
Assistant Finance & Budget Director	2	E	Finance	\$ 67,971.93	\$ 71,549.40	\$ 79,499.34	\$ 87,449.27	\$ 104,939.12	29%	20%
Assistant Public Services Director	2	E	Public Services	\$ 63,732.66	\$ 67,087.01	\$ 74,541.12	\$ 81,995.24	\$ 98,394.28	29%	20%
Billing Administrator	2	E	Finance	\$ 44,321.38	\$ 46,654.08	\$ 51,837.87	\$ 57,021.66	\$ 68,425.99	29%	20%
Building Manager/Administrative Assistant to Chief Building Official	2	E	Building	\$ 53,978.24	\$ 56,819.20	\$ 63,132.45	\$ 69,445.69	\$ 83,334.83	29%	20%
Chief Building Official	2	E	Building	\$ 94,008.78	\$ 98,956.62	\$ 109,951.80	\$ 120,946.97	\$ 145,136.37	29%	20%
Code Enforcement Supervisor	2	N	Code Enforcement	\$ 53,689.31	\$ 56,515.07	\$ 62,794.52	\$ 69,073.97	\$ 82,888.77	29%	20%
Executive Assistant to Town Manager & Assistant Town Manager	2	E	Administration	\$ 38,190.48	\$ 40,200.50	\$ 44,667.23	\$ 49,133.95	\$ 58,960.74	29%	20%
Finance & Budget Director	2	E	Finance	\$ 83,947.49	\$ 88,365.78	\$ 98,184.20	\$ 108,002.62	\$ 129,603.15	29%	20%
IT Administrator	2	E	Administration	\$ 73,200.56	\$ 77,053.22	\$ 85,614.69	\$ 94,176.16	\$ 113,011.39	29%	20%
Parks Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Project Manager - Public Services Department	2	N	Public Services	\$ 65,978.88	\$ 69,451.45	\$ 77,168.28	\$ 84,885.11	\$ 101,862.13	29%	20%
Public Services Director	2	E	Public Services	\$ 81,715.40	\$ 86,016.21	\$ 95,573.57	\$ 105,130.93	\$ 126,157.11	29%	20%
Roads & Streets Crew Leader	2	N	Public Services	\$ 38,522.55	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.41	29%	20%
Stormwater & Wastewater Crew Leader	2	N	Public Services	\$ 38,522.54	\$ 40,550.05	\$ 45,055.61	\$ 49,561.17	\$ 59,473.40	29%	20%
Superintendent	2	E	Public Services	\$ 57,082.99	\$ 60,087.36	\$ 66,763.74	\$ 73,440.11	\$ 88,128.13	29%	20%
Town Engineer	2	E	Building	\$ 92,500.69	\$ 97,369.14	\$ 108,187.94	\$ 119,006.73	\$ 142,808.08	29%	20%
Town Planner	2	E	Building	\$ 65,076.70	\$ 68,501.78	\$ 76,113.09	\$ 83,724.40	\$ 100,469.28	29%	20%
Accounts Payable Purchasing Clerk	3	N	Finance	\$ 40,666.89	\$ 42,807.25	\$ 47,563.61	\$ 52,319.97	\$ 62,783.97	29%	20%
Accounts Receivables/Payroll Clerk	3	N	Finance	\$ 40,865.92	\$ 43,016.75	\$ 47,796.39	\$ 52,576.03	\$ 63,091.24	29%	20%
Administrative Assistant to Administrative Services Director/Deputy Town Clerk	3	E	Administration	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Administrative Assistant to Public Services Director	3	N	Public Services	\$ 38,130.03	\$ 40,136.88	\$ 44,596.53	\$ 49,056.18	\$ 58,867.42	29%	20%
Building Clerk/Permit Technician	3	N	Building	\$ 35,150.30	\$ 37,000.32	\$ 41,111.46	\$ 45,222.61	\$ 54,267.13	29%	20%
Code Enforcement Officer	3	N	Code Enforcement	\$ 36,513.88	\$ 38,435.66	\$ 42,706.29	\$ 46,976.92	\$ 56,372.31	29%	20%
Contracts Administrator	3	N	Administration	\$ 43,493.54	\$ 45,782.68	\$ 50,869.64	\$ 55,956.61	\$ 67,147.93	29%	20%
Maintenance Worker - Parks	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Roads & Streets	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Maintenance Worker - Stormwater & Wastewater	3	N	Public Services	\$ 32,398.39	\$ 34,103.57	\$ 37,892.85	\$ 41,682.14	\$ 50,018.56	29%	20%
Receptionist	3	N	Administration	\$ 36,482.97	\$ 38,403.12	\$ 42,670.14	\$ 46,937.15	\$ 56,324.58	29%	20%
Records Management Specialist	3	N	Administration	\$ 40,301.62	\$ 42,422.76	\$ 47,136.40	\$ 51,850.04	\$ 62,220.05	29%	20%

Section 5: Recommended Implementation Plan

Recommended Implementation Plan

Should the Town Commission approve of the proposed Compensation Plan provided by LagomHR, Inc., we believe it should be implemented in the following manner. There are 4 potential scenarios for the existing and new employees.

1. **New Hires:** New Hires will be contracted between the new hire 29% range. Should any new hire be contracted at the 75th percentile, or the highest end of the new hire range, that employee will have the opportunity to grow an additional 20% in the salary cap. New hires will be eligible for an annual salary increase on his/her anniversary up to 5% based on performance and responsibilities.
2. **Current Active Employees Under the New Salary Range:** Any current active Pembroke Park employees that earn under the new salary range for his/her position, shall be moved up to the beginning of the salary range after a 90 days probationary period. The employee will be evaluated based on performance and responsibilities. Example, employee earning \$12.00 per hour shall be moved up to the beginning of the salary range at the 90 days probationary period to \$15.00 per hour. All active employees will be eligible for an annual performance-based salary increase up to 5% of their annual base salary.
3. **Current Active Employees Over the New Salary Cap:** Any active Pembroke Park employees that currently earn over the newly established salary cap will be officially capped for purposes of performance-based increases. Those employees will only be eligible for annual COLA increases in accordance with the remainder of the Town employees. It is recommended that those employees will NOT receive a salary reduction, but instead a salary cap eligible for COLA only.
4. **Current Active Employees that were Affected by Salary Cuts in Recent Months/Years:** Any employees that were affected by salary cuts in recent months/years will receive a performance evaluation every 90 days. Based on the employee's performance, the employee will be eligible to receive a salary increase up to a 5%. The employees will continue to receive these performance evaluations regularly every 90 days until achieving the newly established salary cap. If the employee does not reach the newly established salary cap after successful completion of a 2 year successful performance period, the employee will be placed at the cap on the 2 year anniversary from when the recurring 90 days salary evaluations began.

In conclusion, any salary increases must be earned based on performance. A performance evaluation committee shall be established to hold employees accountable for following the duties and responsibilities listed in their Job Descriptions and assigned by their supervisors. Any employees who fail to perform shall receive progressive discipline issued by their immediate supervisor, Town Manager, and/or Human Resources. The objective is to foster an environment of productivity and allow employees to have a projected plan of their salary growth.

Section 6: Appendix

Bal Harbour Village Salary Data

Job Title	Home Department	Annual Salary	
COUNCILM - Council-member	001511 - Legislative	\$ 1,200.00	
COUNCILM - Council-member	001511 - Legislative	\$ 1,200.00	
COUNCILM - Council-member	001511 - Legislative	\$ 30,000.00	
COUNCILM - Council-member	001511 - Legislative	\$ 24,000.00	
COUNCILM - Council-member	001511 - Legislative	\$ 24,000.00	
ADMIASSI - Administrative Assistant	001512 - Executive	\$ 52,500.24	
ANALYST - Management Analyst	001512 - Executive	\$ 65,746.46	
AV MGR - Assitant Village Manager	001512 - Executive	\$ 167,518.00	
RECEPTIO - Receptionist	001512 - Executive	\$ 44,135.94	
VILLCLER - Village Clerk	001512 - Executive	\$ 132,029.30	
VILLMANA - Village Manager	001512 - Executive	\$ 262,701.14	
ACCOCLER - Accounting Clerk	001513 - Finance/administration	\$ 40,000.22	
ACCOCLER - Accounting Clerk	001513 - Finance/administration	\$ 61,983.38	\$ 63,702.77
ACCOCLER - Accounting Clerk	001513 - Finance/administration	\$ 66,775.28	
ACCOCLER - Accounting Clerk	001513 - Finance/administration	\$ 86,052.20	
ANALYST - Management Analyst	001513 - Finance/administration	\$ 50,353.26	
CFO - Chief Financial Officer	001513 - Finance/administration	\$ 144,999.92	
Office Assitant	001519 - General Goverment	\$ 23,732.18	
CODEOFFI - Code Enforcement Officer	001521 - Police/law Enforcement	\$ 48,689.47	
CODEOFFI - Code Enforcement Officer	001521 - Police/law Enforcement	\$ 40,157.94	
DIS - Police Dispatcher	001521 - Police/law Enforcement	\$ 39,634.40	
DIS - Police Dispatcher	001521 - Police/law Enforcement	\$ 39,634.40	
EXEC - Executive Assistant	001521 - Police/law Enforcement	\$ 54,952.98	
MGMT ADM - Management Services Administrator	001521 - Police/law Enforcement	\$ 107,120.00	
PATRSECR - Patrol Secretary	001521 - Police/law Enforcement	\$ 54,151.76	
POL - LT - Police Lieutenant	001521 - Police/law Enforcement	\$ 106,360.80	
POL - LT - Police Lieutenant	001521 - Police/law Enforcement	\$ 95,789.98	
POLICAPT - Police Captain	001521 - Police/law Enforcement	\$ 113,299.94	
POLICHIE - Chief of Police	001521 - Police/law Enforcement	\$ 144,344.98	
POLIDISP - Police Dispatcher	001521 - Police/law Enforcement	\$ 42,787.47	
POLIDISP - Police Dispatcher	001521 - Police/law Enforcement	\$ 39,634.40	
POLIDISP - Police Dispatcher	001521 - Police/law Enforcement	\$ 49,230.90	

POLIDISP - Police Dispatcher	001521 - Police/law Enforcement	\$	43,026.26	
POLIDISP - Police Dispatcher	001521 - Police/law Enforcement	\$	44,926.75	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	61,355.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	71,026.18	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	98,176.00	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	61,355.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	78,306.59	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	85,545.82	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	61,355.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	95,202.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	94,287.02	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	81,438.86	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	85,505.68	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	114,780.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	61,355.22	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	67,644.10	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	67,644.10	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	98,745.71	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	101,249.41	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	80,634.53	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	71,026.18	
POLIOFFI - Police Officer	001521 - Police/law Enforcement	\$	125,331.96	
QUALITY - Quality Assurance Coordinator	001521 - Police/law Enforcement	\$	64,525.34	
RECORD - Records Adm / Patrol Clerk	001521 - Police/law Enforcement	\$	41,362.67	
BUILOFFI - Building Official	001524 - Building Department	\$	147,290.00	
CLBDGINS - Chief Building Inspector	001524 - Building Department	\$	100,000.00	
E INS - Chief Electrical Inspector	001524 - Building Department	\$	88,266.88	
MECHINSP - Mechanical Inspector	001524 - Building Department	\$	85,696.00	
P CLERK - Permit Clerk - Building	001524 - Building Department	\$	42,848.00	\$ 44,443.85
P CLERK - Permit Clerk - Building	001524 - Building Department	\$	44,133.44	
Permit Clerk	001524 - Building Department	\$	46,350.10	
PLUMINSP - Plumbing Inspector	001524 - Building Department	\$	88,266.88	
ROOFINSP - Roofing Inspector	001524 - Building Department	\$	104,000.00	
STRUCENG - Structural Engineer	001524 - Building Department	\$	192,816.00	

ADMIASSI - Administrative Assistant	001541 - Road & Streets	\$	45,802.64	
CAPITOFF - CAPITAL PROJECT MANAGER COMPLIANCE OFFICER	001541 - Road & Streets	\$	134,000.10	
OPS SUPV - Operations Supervisor	001541 - Road & Streets	\$	64,998.44	
STREMAIN - **	001541 - Road & Streets	\$	44,686.30	\$ 48,342.49
STREMAIN - **	001541 - Road & Streets	\$	38,563.20	
STREMAIN - **	001541 - Road & Streets	\$	41,926.77	
STREMAIN - **	001541 - Road & Streets	\$	76,816.06	
STREMAIN - **	001541 - Road & Streets	\$	39,720.10	
DIR-P&PS - Director of Parks & Public Spaces	001572 - Park & Recreation	\$	155,109.50	
PARKATTE - Park Attendant	001572 - Park & Recreation	\$	23,732.18	\$ 26,265.87
PARKATTE - Park Attendant	001572 - Park & Recreation	\$	24,444.16	
PARKATTE - Park Attendant	001572 - Park & Recreation	\$	24,444.16	
PARKATTE - Park Attendant	001572 - Park & Recreation	\$	33,531.26	
PARKATTE - Park Attendant	001572 - Park & Recreation	\$	25,177.57	
CHIEFMAR - Chief Marketing Officer/Director of Tourism	010052 - Tourism	\$	136,000.02	
Tourism Assitant	010052 - Tourism	\$	56,073.47	
LANDMAIN - **	010553 - Tourism Beautification	\$	61,831.33	
LANDMAIN - **	010553 - Tourism Beautification	\$	49,836.59	
BUILSECR - Building Secretary	040536 - Water and Sewer	\$	49,378.16	
UTILITY - Utility Compliance Officer	040536 - Water and Sewer	\$	100,255.22	
UTILTECH - Utility Technician	040536 - Water and Sewer	\$	43,680.00	

City of Belle Isle Salary Data

Position Descript	Annual	Hourly
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
CROSSING GUARD	\$ 26,000.00	\$ 12.50
PUBLIC WORKS TECHNICIAN	\$ 27,256.32	\$ 13.10
COMMUNITY SERVICE OFFICER	\$ 33,600.00	\$ 16.15
ADMINISTRATIVE ASSISTANT	\$ 34,070.40	\$ 16.38
ADMINISTRATIVE ASSISTANT	\$ 38,227.44	\$ 18.38
SOCIAL MEDIA SPECIALIST	\$ 39,312.00	\$ 18.90
POLICE OFFICER	\$ 41,000.00	\$ 19.71
POLICE OFFICER	\$ 41,000.00	\$ 19.71
POLICE OFFICER	\$ 42,500.00	\$ 20.43
POLICE OFFICER	\$ 42,500.00	\$ 20.43
POLICE OFFICER	\$ 43,460.00	\$ 20.89
POLICE OFFICER	\$ 43,820.40	\$ 21.07
POLICE OFFICER	\$ 43,820.40	\$ 21.07
POLICE OFFICER	\$ 46,011.42	\$ 22.12
POLICE OFFICER	\$ 46,011.42	\$ 22.12
POLICE OFFICER	\$ 46,011.42	\$ 22.12
POLICE OFFICER	\$ 46,011.42	\$ 22.12
POLICE OFFICER	\$ 46,011.42	\$ 22.12
POLICE OFFICER	\$ 46,011.42	\$ 22.12
CODE ENFORCEMENT OFFICER	\$ 48,657.12	\$ 23.39
POLICE OFFICER	\$ 50,898.74	\$ 24.47
PUBLIC WORKS MANAGER	\$ 51,806.71	\$ 24.91
POLICE OFFICER	\$ 55,215.03	\$ 26.55
SERGEANT	\$ 57,975.78	\$ 27.87
CITY CLERK	\$ 66,253.99	\$ 31.85

SERGEANT/DETECTIVE	\$ 66,672.15	\$ 32.05
DEPUTY CHIEF OF POLICE	\$ 73,141.01	\$ 35.16
FINANCE DIRECTOR	\$ 82,555.20	\$ 39.69
POLICE CHIEF	\$ 100,935.74	\$ 48.53
CITY MANAGER	\$ 143,000.00	\$ 68.75

City of Fort Meade Salary List

Employee Summary					
Employee Name (Last, First)	Annual Pay	Salary Rate	Regular Rate	Title	
Ayala-Aviles, Jeffre	\$ 22,380.80		\$ 10.76	Streets/Storm water	
Bagley, Christopher	\$ 32,219.20		\$ 15.49	Lineman Apprentic	
Bolin, Michel K	\$ 42,307.20	\$ 20.34		Streets/Storm water	
Bone, Colton R	\$ 20,924.80		\$ 10.06	Line Helper	
Britt, Savanna Mich	\$ 18,928.00		\$ 9.10	Library Clerk I	
Cagle, Michael A	\$ 20,924.80		\$ 10.06	Streets/Stormwater	Stormwater/Wastewater
Campbell, Lester I	\$ 24,377.60		\$ 11.72	Parks Maintenance	\$ 27,627.60
Cannon, David J	\$ 67,121.60	\$ 32.27		Public Works Direc	
Cannon, Melissa W	\$ 51,334.40	\$ 24.68		Deputy City Clerk	Roads & Streets
CarriHo, Maria G	\$ 24,897.60		\$ 11.97	Master Gardener	\$ 24,731.20
Clark Jr, Wiley T	\$ 41,059.20		\$ 19.74	Water Crew Leader	
Davis, Allen R	\$ 31,283.20		\$ 15.04	Facilities Maintena	Parks
Drayton, Tacarla La	\$ 21,964.80		\$ 10.56	Parks Maintenance	\$ 21,892.00
Eiland, Sr., Harris	\$ 41,662.40	\$ 20.03		Parks Supervisor	
Garrett, Gavin T	\$ 20,924.80		\$ 10.06	Streets/Storm water	
Green, Stephanie	\$ 31,740.80		\$ 15.26	Accounts Receivab	
Grimsley, Derek E	\$ 48,380.80		\$ 23.26	Lineman Class A	
Hancock, Judith A	\$ 24,752.00		\$ 11.90	Library Clerk 11	
Haynes, Marvin K	\$ 32,697.60		\$ 15.72	Code Enforcement	
Hoffman, Eric S	\$ 23,004.80		\$ 11.06	Line Helper	
Holder, Catrina Da	\$ 39,270.40	\$ 18.88		Customer Service	
Holt, Kenneth D	\$ 48,380.80		\$ 23.26	Lineman Class A	
Jackson, Travis R	\$ 20,924.80		\$ 10.06	Streets/Stormwater	
Judd, Danielle J	\$ 115,003.20	\$ 55.29		City Manager	
Keen, Austin D	\$ 20,924.80		\$ 10.06	Line Helper	
Kunberger, Barbara	\$ 20,924.80		\$ 10.06	Parks Maintenance	
Martin, Blake E	\$ 20,924.80		\$ 10.06	Water & Sewer Mai	
Mathews, Rebecca	\$ 27,476.80		\$ 13.21	Permit Tech	
Mcvey, Justin Quin	\$ 23,670.40		\$ 11.38	Water & Sewer Mai	
Mink, William Eric	\$ 28,350.40		\$ 13.63	Sewer Plant Traine	
Naranjo, Brittany D	\$ 31,740.80		\$ 15.26	Accounts Payable	
Nelson, Marcella	\$ 34,860.80	\$ 16.76		Recreation Supervi	
Pawley, Haley D	\$ 23,566.40		\$ 11.33	Senior Customer S	
Reece, Rebekah C	\$ 17,596.80		\$ 8.46	Library Clerk I	
Reyna, Stevie R	\$ 23,004.80		\$ 11.06	Water & Sewer Mai	
Rose, Jacqueline	\$ 42,931.20	\$ 20.64		Library Director	
Shore, Christopher	\$ 20,924.80		\$ 10.06	Line Helper	
Simmons, Tracy L	\$ 23,566.40		\$ 11.33	Customer Service	
Skinner, Waylon J	\$ 20,924.80		\$ 10.06	Streets/Stormwater	
Smith, Breanna Lei	\$ 70,179.20	\$ 33.74		Finance Director	
Spivey, Olivia M	\$ 20,300.80		\$ 9.76	Customer Service	
Thompson, Cora A	\$ 21,008.00		\$ 10.10	Recreation Aide	
Tucker, Patrick D	\$ 20,300.80		\$ 9.76	Parks Maintenance	
Webb, Jeffrey S	\$ 35,401.60		\$ 17.02	Sewer Plant Opera!	
Wickersheim, Patri	\$ 42,931.20		\$ 20.64	City MHP Manager	
Williams, Sheryl An	\$ 50,585.60	\$ 24.32		Admin Assistant/E	
Wooten Jr, David	\$ 47,736.00		\$ 22.95	Water/Wastewater	

CIVILIANS 10/22/15

3.50%

PAYGRADE 2										
1	2	3	4	5	6	7	8	9	10	11
17492.8	17763.2	18033.6	18304	18574.4	18844.8	19136	19427.2	19718.4	20009.6	
\$ 8.4100	\$ 8.5400	\$ 8.6700	\$ 8.8000	\$ 8.9300	\$ 9.0600	\$ 9.2000	\$ 9.3400	\$ 9.4800	\$ 9.6200	
Community Center Aid Library Clerk I Part-time Library Clerk									Fixed Step	
Recreation Aide										
PAYGRADE 3										
1	2	3	4	5	6	7	8	9	10	11
\$ 20,300.80	\$ 20,612.80	\$ 20,924.80	\$ 21,236.80	\$ 21,548.80	\$ 21,881.60	\$ 22,214.40	\$ 22,547.20	\$ 22,880.00	\$ 23,212.80	\$ -
\$ 9.7600	\$ 9.9100	\$ 10.0600	\$ 10.2100	\$ 10.3600	\$ 10.5200	\$ 10.6800	\$ 10.8400	\$ 11.0000	\$ 11.1600	
Library Clerk II Gardner I Permit Technician Streets Maintenance I Line Helper I									Fixed Step	
Parks and Maintenance Customer Service Rep I PT Clerical Admin Assistant Meter Reader I Line Helper II									PT Bus Driver Water/Sewer Maint Worker	
PAYGRADE 4										
1	2	3	4	5	6	7	8	9	10	11
\$ 23,566.40	\$ 23,920.00	\$ 24,273.60	\$ 24,648.00	\$ 25,022.40	\$ 25,396.80	\$ 25,771.20	\$ 26,166.40	\$ 26,561.60	\$ 26,956.80	\$ -
\$ 11.3300	\$ 11.5000	\$ 11.6700	\$ 11.8500	\$ 12.0300	\$ 12.2100	\$ 12.3900	\$ 12.5800	\$ 12.7700	\$ 12.9600	
Parks Maintenance I Gardner II Meter Reader II Library Clerk III									Fixed Step	
Draftsman Water Sewer Maint. Worker I Senior Customer Service Rep Streets Maintenance II Permit Tech										
PAYGRADE 5										
1	2	3	4	5	6	7	8	9	10	11
\$ 27,352.00	\$ 27,768.00	\$ 28,184.00	\$ 28,600.00	\$ 29,036.80	\$ 29,473.60	\$ 29,910.40	\$ 30,368.00	\$ 30,825.60	\$ 31,283.20	\$ -
\$ 13.1500	\$ 13.3500	\$ 13.5500	\$ 13.7500	\$ 13.9600	\$ 14.1700	\$ 14.3800	\$ 14.6000	\$ 14.8200	\$ 15.0400	
Code Enforcement Officer Mechanic Streets Maintenance Crew Leader									Fixed Step	
Water and Sewer Maint. Worker II Waste Water Treatment Plant I										
PAYGRADE 6										
1	2	3	4	5	6	7	8	9	10	11
\$ 31,740.80	\$ 32,219.20	\$ 32,697.60	\$ 33,196.80	\$ 33,696.00	\$ 34,195.20	\$ 34,715.20	\$ 35,235.20	\$ 35,755.20	\$ 36,296.00	\$ -
\$ 15.2600	\$ 15.4900	\$ 15.7200	\$ 15.9600	\$ 16.2000	\$ 16.4400	\$ 16.6900	\$ 16.9400	\$ 17.1900	\$ 17.4500	
Senior Mechanic Accounts Payable Clerk Community Center Supervisor									Fixed Step	
Senior Code Enforcement Officer Recreation Supervisor										

\$ 29,317.60

\$ 34,018.40

PAYGRADE 7										
1	2	3	4	5	6	7	8	9	10	11
\$	36,836.80	\$ 37,398.40	\$ 37,960.00	\$ 38,521.60	\$ 39,104.00	\$ 39,686.40	\$ 40,289.60	\$ 40,892.80	\$ 41,496.00	\$ 42,120.00
\$	17.7100	\$ 17.9800	\$ 18.2500	\$ 18.5200	\$ 18.8000	\$ 19.0800	\$ 19.3700	\$ 19.6600	\$ 19.9500	\$ 20.2500
										Fixed Step
Crew Leader Wastewater Plant Operator I Parks and Recreation Director Streets/Stormwater Supervisor					City Mobile Home Park Manger Billing/Customer Service Manager Library Director					
PAYGRADE 8										
1	2	3	4	5	6	7	8	9	10	11
\$	42,764.80	\$ 43,409.60	\$ 44,054.40	\$ 44,720.00	\$ 45,385.60	\$ 46,072.00	\$ 46,758.40	\$ 47,465.60	\$ 48,172.80	\$ 48,880.00
\$	20.5600	\$ 20.8700	\$ 21.1800	\$ 21.5000	\$ 21.8200	\$ 22.1500	\$ 22.4800	\$ 22.8200	\$ 23.1600	\$ 23.5000
										Fixed Step
Water Systems Operator Wastewater Plant Operator II Electric Lineman Admin Asst/Employee Relations Manager					Finance Assistant City Planner Deputy City Clerk					
PAYGRADE 9										
1	2	3	4	5	6	7	8	9	10	11
\$	49,628.80	\$ 50,377.60	\$ 51,126.40	\$ 51,896.00	\$ 52,665.60	\$ 53,536.00	\$ 54,267.20	\$ 55,078.40	\$ 55,910.40	\$ 56,742.40
\$	23.8600	\$ 24.2200	\$ 24.5800	\$ 24.9500	\$ 25.3200	\$ 26.7000	\$ 26.0900	\$ 26.4800	\$ 26.8800	\$ 27.2800
										Fixed Step
Senior Water Systems Operator Senior Electric Lineman					Human Resources Director					
PAYGRADE 10										
1	2	3	4	5	6	7	8	9	10	11
\$	57,595.20	\$ 58,448.00	\$ 59,321.60	\$ 60,216.00	\$ 61,131.20	\$ 62,046.40	\$ 62,961.60	\$ 63,918.40	\$ 64,875.20	\$ 65,852.80
\$	27.6900	\$ 28.1000	\$ 28.5200	\$ 28.9500	\$ 29.3900	\$ 29.8300	\$ 30.2700	\$ 30.7300	\$ 31.1900	\$ 31.6600
										Fixed Step
Finance Director Electric Lineman Supervisor					Public Works Director					
PAYGRADE 11										
1	2	3	4	5	6	7	8	9	10	11
\$	66,830.40	\$ 67,828.80	\$ 68,972.80	\$ 69,888.00	\$ 70,928.00	\$ 72,009.60	\$ 73,070.40	\$ 74,172.80	\$ 75,296.00	\$ 76,419.20
\$	32.1300	\$ 32.6100	\$ 33.1600	\$ 33.6000	\$ 34.1000	\$ 34.6200	\$ 35.1300	\$ 35.6600	\$ 36.2000	\$ 36.7400
										Fixed Step
City Manager										

\$ 39,478.40

45822.4

PAYGRADE 12										
1	2	3	4	5	6	7	8	9	10	11
\$ 37.2900	\$ 37.8500	\$ 38.4200	\$ 38.9900	\$ 39.5800	\$ 40.1700	\$ 40.7800	\$ 41.3900	\$ 42.0100	\$ 42.6400	
Fixed Step										

CITY OF INVERNESS

CLASS TITLES:

SALARY RANGES

CURRENT

City Manager	\$44,033.00	\$76,140.00	\$ 112,214.00
City Clerk	\$42,500.00	\$65,302.00	\$ 50,923.00
Assistant City Manager	\$53,750.00	\$80,274.00	\$ 91,166.00
IT Manager	\$46,092.00	\$70,843.00	\$ 96,794.00
H.R. Coordinator/Exec. Secretary	\$ 27,766.00	\$ 47,174.00	\$ 45,885.00
Staff Assistant (Union & Non-Union)	\$ 20,975.00	\$ 36,758.00	
Staff Assistant <i>PIT</i>	\$ 10,483.00	\$ 19,324.00	
Office Assistant <i>PIT</i>	\$ 9,360.00	\$ 14,274.00	
Director- Finance	\$ 75,000.00	\$ 91,155.00	\$ 84,900.00
Assistant Director - Finance	\$ 33,535.00	\$ 54,221.00	\$ 51,773.00
Development Services Manager	\$ 43,500.00	\$ 58,000.00	\$ 44,500.00
Facility & Program Director	\$ 31,200.00	\$ 49,785.00	\$ 45,894.00
Aquatic Complex Director	\$ 31,200.00	\$ 49,785.00	\$ 32,250.00
Facilities Operations	\$ 31,200.00	\$ 49,785.00	\$ 45,894.00
Recreation Aide - P/T	\$ 9,247.00	\$ 13,274.00	
Labor-PIT	\$ 9,247.00	\$13,274	
Director - Public Works	\$ 59,500.00	\$ 84,711.00	\$ 67,530.00
Equipment Operator	\$ 22,880.00	\$ 34,969.00	
Maintenance Mechanic	\$ 22,880.00	\$ 34,649.00	
Fire Chief	\$ 50,000.00	\$ 77,250.00	\$ 71,027.00
Firefighter/EMT	\$ 26,500.00	\$ 29,500.00	
Firefighter/EMT (PT)	\$ 18,720.00	\$ 22,256.00	
Special Event Director			\$ 69,781.00
Event Coordinator			\$ 55,431.00
Event Specialist	\$ 31,200.00		\$ 31,200.00

City of Live Oak

Position	Annual Rate
Secretary	\$ 23,795.20
CRA Specialist	\$ 41,412.80
Public Works Director	\$ 55,536.00
City Clerk	\$ 51,188.80
Assistant Public Works Director	Vacant
City Manager	\$ 94,307.30
Executive Secretary	\$ 30,500.00
Administration Janitorial/Maintenance	Vacant
Deputy City Clerk	\$ 34,299.20
Development Manager Specialist	\$ 70,704.09
Temporary City Clerk	Vacant
CRA Specialist/Purchasing Agent	Vacant
Temporary Secretary Admin	Vacant
CRA Staff Assistant	\$ 29,704.59
Building Department Secretary	\$ 22,880.00
Cashier	\$ 23,630.47
Accounting Clerk	\$ 23,570.98
Assistant Finance Director	Vacant
Finance Director	\$ 77,792.00
Accountant	\$ 32,013.13
Senior Accountant/Data Admin	\$ 42,328.28
Accountant - Purchasing	Vacant
Temp Cashier	Vacant
Project Procurement Specialist	\$ 33,300.80
Secretary Police	\$ 26,558.90
Police Sergeant	\$ 39,455.18
Police Lieutenant	\$ 48,452.04
Police Officer	\$ 33,785.48
Police Captain	\$ 57,910.22
Police Chief	\$ 77,168.00
Community Involvement	Vacant
Victim Advocate	\$ 28,392.00

Records Supervisor	\$	34,008.00	
Fire Captain	\$	50,733.15	
Fire Lieutenant	\$	40,473.39	
Assistant Fire Chief	\$	47,209.47	
Firefighter	\$	35,974.24	Firefighters
Fire Chief	\$	77,945.69	35113.53
Voluntary Firefighter	\$	16,640.00	36389.31
Building Official/Zoning Administrator	\$	44,772.00	35436.55
Code Enforcement Officer	\$	32,635.20	35429.37
Animal Control	\$	20,800.00	36126.29
			34642.92
			37908.96
			35436.55
			37284.7

City of Macclenny Salary Data

Employee Id	Position Id Descript	Reg. Pay	
ANDER005	FIREFIGHTER	\$34,681.92	
BALL005	SEWER PLANT OPERATOR	\$41,870.40	
BARTO005	WATER MAINTENANCE	\$31,324.80	\$ 40,535.04
BONES005	CITY COMMISSIONER	\$6,000.00	
BRANN005	BLDG DEPT SECRETARY	\$33,092.80	
BRYAN005	MAYOR	\$6,600.00	
CALLA005	SEWER PLANT MAINTENANCE	\$41,100.80	\$ 29,660.80
CHRIS005	FIRE ENGINEER	\$37,244.48	
CHURC005	PARKS & RECREATION	\$28,371.20	
CLARK005	OFFICE CO-ORDINATOR	\$60,382.40	
CONNE005	WATER MAINTENANCE	\$35,360.00	
CREWS005	ASSISTANT FIRE CHIEF	\$57,740.80	
DAVIS005	SEWER PLANT MAINTENANCE	\$52,665.60	
DELGA005	FIREFIGHTER	\$34,681.92	
DIGGS005	Fire Department Lieutenant	\$48,135.36	
DINKI005	BUDGET ANALYST	\$57,761.60	
DUGGE005	FIRE CHIEF	\$62,400.00	
FINLE005	SEWER PLANT OPERATOR	\$43,888.00	
FLORI005	WATER MAINTENANCE	\$43,555.20	
FLORI010	SANITATION WORKER	\$31,824.00	
GRIFF005	ASSISTANT CITY MANAGER	\$58,614.40	
HARRI005	WATER MAINTENANCE	\$51,646.40	
HARRI015	WATER & SEWER DIRECTOR	\$68,182.40	
HARRI020	WATER MAINTENANCE	\$37,315.20	
HIGGI005	Fire Department Captain	\$52,648.96	
HODGE005	PARKS & RECREATION	\$30,950.40	
HORNE005	CITY COMMISSIONER	\$6,000.00	
JOHNS025	BILLING CLERK	\$27,040.00	
KIRKL005	STREET MAINTENANCE	\$46,363.20	\$ 45,021.60
KITCH005	CITY COMMISSIONER	\$6,000.00	
MANN0005	INFORMATION SYSTEMS MANAGER	\$59,217.60	
MILLS005	BLDG DEPT SECRETARY	\$38,500.80	

NORTO005	CITY COMMISSIONER	\$6,000.00
PARKE005	WATER MAINTENANCE	\$27,040.00
PRIST005	FIREFIGHTER	\$37,564.80
RHODE030	BILLING CLERK	\$27,040.00
RHODE020	CITY MANAGER	\$92,400.00
RUISE005	BILLING CLERK	\$41,808.00
SLOAN005	SEWER PLANT OPERATOR	\$53,560.00
SMITH015	FIRE ENGINEER	\$37,244.48
STARL005	WATER MAINTENANCE	\$49,982.40
TAYLO005	FIRE ENGINEER	\$39,428.48
THOMP005	CITY FINANCE DIRECTOR	\$56,638.40
WILKE010	SEWER PLANT MAINTENANCE	\$35,360.00
WILKE015	STREET MAINTENANCE	\$43,680.00
WILLI010	FIREFIGHTER	\$34,681.92
WILLI015	FIREFI	34,681.92
	GHTER	

City of Pahokee Salary Data

Name	Job Title	Salary
Babb Jr Keith W	Mayor	\$ 9,600.00
Banfield Joel S	MAINTANANCE I	\$ 29,827.20
Bennett Jermain	MAINTANANCE I	\$ 35,587.76
Bohlen Regina	COMMISSIONER	\$ 4,800.00
Burroughs Angela	CUSTODIAN	\$ 10,400.00
Butler Sr Terry L	MAINTANANCE I	\$ 27,040.00
Buxton Paul	PUBLIC WORKS SUPERVISOR	\$ 39,520.00
Carroll Demetrius R	MAINTANANCE I	\$ 20,800.00
Carter Sherryll	CLERK III	\$ 31,200.00
Clarke Nylene	CITY CLERK	\$ 41,000.00
Clervan Sedric T	SNR. PROGRAM ASSISTANT	\$ 39,998.40
Croney Irving N	MAINTENANCE I	\$ 27,040.00
Cunningham Tracy I	MAINTANANCE I	\$ 24,960.00
Davis Ashley	Executive Assistant	\$ 32,760.00
Dean Elea	CODE ENFORCEMENT OFF	\$ 43,000.00
Diaz Reynaldo	CEMETERY 1	\$ 24,960.00
Eccleston Kirkwood	MAINTENANCE I	\$ 24,960.00
Everett III Benny L	COMMISSIONER	\$ 4,800.00
Francis Batista	DIRECTOR OF FINANCE	\$ 75,000.00
Hill Felisia C	COMMISSIONER	\$ 4,800.00
Johnson Alvin L	PUBLIC WORKS DIRECTOR	\$ 64,500.00
Knighten Adria	GROUP LEADER	\$ 16,107.00
Lopez Jr Onelio	CEMETERY 1	\$ 20,800.00
Manzano Gleny	ACCOUNTING CLERK	\$ 27,040.00
Murvin Clara	VICE MAYOR	\$ 4,800.00
Nelson Sophia A	COMM ECON DEV DIRECTOR	\$ 50,000.00
Osborne Ronald	ATHLETIC CORD./FACILITIES	\$ 45,905.60
Paschal Ivory	SNR. PROGRAM ASSISTANT	\$ 48,000.00
Pinkney Micheal	DIR PARKS REC	\$ 55,500.00
Polanco Nohemi	CODE CLERK III	\$ 40,310.40
Ramsay Jacqueline	HUMAN RESOUCES MGR	\$ 49,500.00
Reyes Angelica	JUNIOR ACCOUNTANT	\$ 38,500.00

\$ 25,417.50

Saunders Lonnie D	CLERK SPECIALIST	\$	46,000.00
Smith Jocquis R	MAINTANANCE I	\$	20,800.00
Smith Kelly L	CEMETERY COORDINATOR	\$	33,280.00
Taylor Jr Daryl L	MAINTANANCE I	\$	20,800.00
Walker Damarion	MAINTENANCE I	\$	20,800.00
Wallace Ayanna M	PROGRAM ASSISTANT	\$	28,600.00
Williams Robert	MAINT PUBLIC WORKS	\$	22,360.00
Williamson Chandler	CITY MANAGER	\$	118,000.00

Position	City of West Miami Salary Data				Actual Annual Salary						
	Starting Range	Midpoint	Max Salary								
Maintenance Worker I/Custodian	\$ 20,245.68	\$ 23,042.44	\$ 25,839.19	\$	25,839.19	\$	30,408.01				
Water & Sewer Service Technician	\$ 31,542.00	\$ 40,054.64	\$ 48,567.28		48,567.28						
Fleet Maintenance Technician Helper	\$ 20,245.68	\$ 23,042.44	\$ 25,839.19		25,839.19						
Fleet Maintenance Technician	\$ 31,542.00	\$ 40,054.64	\$ 48,567.28		48,567.28						
Public Works Administrative Assistant	\$ 32,978.10	\$ 37,533.72	\$ 42,089.34	\$	37,449.15						
Public Works Secretary	\$ 20,245.68	\$ 23,688.42	\$ 27,131.15		27,131.15				Recreation Leader Average	Maintenance Worker Average	Sanitation Worker Average
Code Enforcement Officer	\$ 32,978.10	\$ 37,533.72	\$ 42,089.34	\$	35,665.60				\$ 8.46	\$ 32,348.10	\$ 29,342.52
Maintenance Worker II	\$ 23,436.90	\$ 26,674.50	\$ 29,912.10		29,912.10				\$ 11.50	\$ 27,939.04	\$ 29,342.52
Maintenance Worker III	\$ 27,131.15	\$ 30,879.08	\$ 34,627.01		34,627.01				\$ 9.00	\$ 43,351.46	\$ 32,348.10
Tree Timmer Crew Leader	\$ 31,407.71	\$ 35,746.40	\$ 40,085.09		40,085.09				\$ 9.25	\$ 25,329.60	\$ 26,613.96
Waste Collector I	\$ 20,245.68	\$ 23,042.44	\$ 25,839.19		25,839.19				\$ 12.07	\$ 24,137.35	\$ 37,448.08
Waste Collector II	\$ 21,257.96	\$ 24,194.56	\$ 27,131.15		27,131.15				\$ 9.50	\$ 29,342.52	\$ 24,137.35
Waste Collector III	\$ 27,131.15	\$ 30,879.08	\$ 34,627.01		34,627.01				\$ 9.50		
Transit Jitney Bus Driver	\$ 31,542.00	\$ 37,867.91	\$ 44,193.81	\$	43,351.46				\$ 11.50		
Supervisor	\$ 31,542.00	\$ 37,346.71	\$ 43,151.42		43,151.42				\$ 9.00		
Facilities Maintenance Technician	\$ 27,131.15	\$ 30,879.08	\$ 34,627.01		34,627.01				\$ 13.00		
Community Center Director			\$		55,534.29				\$		
Office Clerk			\$		29,341.61						
Recreation Leader			\$		10.37						
Community Center Aide			\$		21,248.24				Office Clerk		
Kitchen Aide			\$		20,800.00				\$	30,334.16	
City Manager			\$		141,594.16						
City Clerk			\$		68,134.48						
City Manager Administrative Assistant			\$		45,519.57						
Finance Director			\$		88,682.77						
Accounting Clerk			\$		68,134.48						
Code Enforcement Clerk			\$		39,321.61						
IT/Webmaster			\$		45,519.57						
Office Clerk			\$		31,326.71						
Water Supervisor			\$		52,523.08						
Janitor			\$		22,275.25						
Sanitation Worker			\$		31,019.04						
Public Works Director			\$		103,283.23						
Police Dispatcher			\$		26,210.93						
Foreman			\$		41,745.74						
Office Aide			\$		22,339.20						
Recreation Director			\$		49,749.21						
Meter Reader			\$		32,348.10						
Red Light Camera Clerk			\$		28,912.00						
Chief of Police			\$		101,400.00						
Police Deputy Chief			\$		91,936.00						
Police Officer	\$ 42,500.00	\$ 58,530.50	\$ 74,561.00	\$	74,561.00						
Police Detective			\$		74,609.60						
Police Sergeant	\$ 85,886.00	\$ 89,390.00	\$ 92,894.00		92,894.00						

City of Wilton Manors Salary Data

Job Title	FLSA	Role & Level	Grade	FY2018-19 Minimum	FY2018-19 Midpoint	FY2018-19 Maximum	Actual Salary
Accountant	N	P2	7	\$ 46,404.00	\$ 57,748.00	\$ 69,091.00	
Accounting Technician	N	T2	3	\$ 34,030.00	\$ 44,342.00	\$ 54,654.00	
Accreditation Coordinator	N	P1	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Admininstrative Coordinator	N	A4	4	\$ 36,092.00	\$ 46,920.00	\$ 57,748.00	
Administrative Assistant - Code Compliance	N	A2	2	\$ 27,843.00	\$ 36,093.00	\$ 44,342.00	
Administrative Program Coordinator	N	P2	7	\$ 46,404.00	\$ 57,748.00	\$ 69,091.00	
Assistant City Clerk	N	A3	3	\$ 34,030.00	\$ 44,342.00	\$ 54,654.00	
Assistant City Manager	E	L7	13	\$ 109,308.00	\$ 137,151.00	\$ 164,994.00	
Assistant Finance Director	E	L4	10	\$ 76,310.00	\$ 94,872.00	\$ 113,433.00	
Assistant Police Chief	E	L4	10	\$ 76,310.00	\$ 94,872.00	\$ 113,433.00	
Capital Projects/Grants Manager	E	P4	9	\$ 64,966.00	\$ 81,466.00	\$ 97,965.00	
Chief of Police	E	L6	12	\$ 105,183.00	\$ 130,964.00	\$ 156,744.00	
City Clerk	E	P4	9	\$ 64,966.00	\$ 81,466.00	\$ 97,965.00	
City Planner	N	P4	9	\$ 64,966.00	\$ 81,466.00	\$ 97,965.00	
Code Compliance Officer	N	T2	3	\$ 34,030.00	\$ 44,342.00	\$ 54,654.00	
Code Compliance Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Community Development Services Director	E	L5	11	\$ 86,622.00	\$ 108,277.00	\$ 129,932.00	
Community Development Services Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Community Planning Technician	N	T3	4	\$ 36,092.00	\$ 46,920.00	\$ 57,748.00	
Courier	N	A1	1	\$ 24,749.00	\$ 31,968.00	\$ 39,186.00	
Crew Leader	N	A4	4	\$ 36,092.00	\$ 46,920.00	\$ 57,748.00	
Customer Service Representative	N	A2	2	\$ 27,843.00	\$ 36,093.00	\$ 44,342.00	
Customer Service Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Facilities Maintenance Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Finance Director	E	L6	12	\$ 105,183.00	\$ 130,964.00	\$ 156,744.00	
Fire Inspector	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Fire Marshal	E	P4	9	\$ 64,966.00	\$ 81,466.00	\$ 97,965.00	
Grounds Maintenance Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Human Resources Administrative Coordinator	N	A4	4	\$ 36,092.00	\$ 46,920.00	\$ 57,748.00	
Human Resources Director/Risk Manager	E	L5	11	\$ 86,622.00	\$ 108,277.00	\$ 129,932.00	

Human Resources Manager	E	P4	9	\$	64,966.00	\$	81,466.00	\$	97,965.00
Investigative Aide	N	A3	3	\$	34,030.00	\$	44,342.00	\$	54,654.00
IT Manager	E	L4	10	\$	76,310.00	\$	94,872.00	\$	113,433.00
IT Support Analyst	N	T2	3	\$	34,030.00	\$	44,342.00	\$	54,654.00
IT Systems Administrator	N	T5	6	\$	43,311.00	\$	54,654.00	\$	65,997.00
Leisure Services Director	E	L5	11	\$	86,622.00	\$	108,277.00	\$	129,932.00
Librarian I	N	P2	7	\$	46,404.00	\$	57,748.00	\$	69,091.00
Librarian II	N	P3	8	\$	49,498.00	\$	61,873.00	\$	74,247.00
Library Associate	N	T3	4	\$	36,092.00	\$	46,920.00	\$	57,748.00
Library Director	E	L3	9	\$	64,966.00	\$	81,466.00	\$	97,965.00
Library Technical Assistant	N	A2	2	\$	27,843.00	\$	36,093.00	\$	44,342.00
Maintenance Worker I	N	A1	1	\$	24,749.00	\$	31,968.00	\$	39,186.00
Maintenance Worker II	N	A2	2	\$	27,843.00	\$	36,093.00	\$	44,342.00
Office Manager	N	P1	6	\$	43,311.00	\$	54,654.00	\$	65,997.00
Parks & Recreation Division Director	E	L3	9	\$	64,966.00	\$	81,466.00	\$	97,965.00
Permit Technician	N	A3	3	\$	34,030.00	\$	44,342.00	\$	54,654.00
Police Administrative Manager	E	L3	9	\$	64,966.00	\$	81,466.00	\$	97,965.00
Police Aide	N	PBA1	PBA1	\$	41,501.00	\$	52,576.00	\$	63,650.00
Police Community Policing Officer	N	PBA4	PBA4	\$	53,080.00	\$	67,245.00	\$	81,409.00
Police Detective	N	PBA4	PBA4	\$	53,080.00	\$	67,245.00	\$	81,409.00
Police Detective Sergeant	N	PBA5	PBA5	\$	63,894.00	\$	80,944.00	\$	97,994.00
Police Patrol Officer	N	PBA4	PBA4	\$	53,080.00	\$	67,245.00	\$	81,409.00
Police Records Manager/Criminal Analyst	N	PBA3	PBA3	\$	50,526.00	\$	64,009.00	\$	77,491.00
Police Records Technician	N	PBA2	PBA2	\$	45,308.00	\$	57,399.00	\$	69,490.00
Police School Resource Officer	N	PBA4	PBA4	\$	53,080.00	\$	67,245.00	\$	81,409.00
Police Sergeant	N	PBA5	PBA5	\$	63,894.00	\$	80,944.00	\$	97,994.00
Police Service Aide	N	PBA1	PBA1	\$	41,501.00	\$	52,576.00	\$	63,650.00
Police Training Sergeant	N	PBA5	PBA5	\$	63,894.00	\$	80,944.00	\$	97,994.00
Program & Facility Supervisor	N	L1	7	\$	46,404.00	\$	57,748.00	\$	69,091.00
Program & Youth Services Supervisor	N	L2	8	\$	49,498.00	\$	61,873.00	\$	74,247.00
Purchasing Coordinator	N	P2	7	\$	46,404.00	\$	57,748.00	\$	69,091.00
Recreation Leader I	N	A1	1	\$	24,749.00	\$	31,968.00	\$	39,186.00
Recreation Leader II	N	A2	2	\$	27,843.00	\$	36,093.00	\$	44,342.00

\$ 34,030.50

Recycling, Solid Waste, and HHW Coordinator	N	T2	3	\$ 34,030.00	\$ 44,342.00	\$ 54,654.00	
Senior Administrative Assistant	N	A3	3	\$ 34,030.00	\$ 44,342.00	\$ 54,654.00	
Utilities/Emergency Mgmt Director	E	L5	11	\$ 86,622.00	\$ 108,277.00	\$ 129,932.00	
Utility Supervisor	N	T5	6	\$ 43,311.00	\$ 54,654.00	\$ 65,997.00	
Utility Technician I	N	A1	1	\$ 24,749.00	\$ 31,968.00	\$ 39,186.00	
Utility Technician II	N	T1	2	\$ 27,843.00	\$ 36,093.00	\$ 44,342.00	
Utility Technician III	N	T3	4	\$ 36,092.00	\$ 46,920.00	\$ 57,748.00	
City Manager							\$ 184,379.00
Administrative Manager							\$ 90,442.00
Code Compliance Administrative Assistant							\$ 36,400.00
IT Technical Assistant							\$ 54,662.00
Park Ranger							\$ 43,202.00

Town of Bay Harbor Islands

Pay Code	Position	Starting Salary	MidPoint	Ending Salary	
105	Crossing Guard Camp Aide	\$ 19,125.60	\$ 22,111.44	\$ 25,097.28	
106	Jr AttendanUCamp Counselor	\$ 20,082.40	\$ 23,214.88	\$ 26,347.36	
107	Attendant	\$ 21,087.04	\$ 24,377.60	\$ 27,668.16	
107	Camp Counselor Park Attendant (PT)	\$ 21,087.04	\$ 24,377.60	\$ 27,668.16	
107	Office Asst (PT - Bldg Dept)	\$ 21,087.04	\$ 24,377.60	\$ 27,668.16	
109	Coach (Basketball, Football, Cheerleading, Dance)	\$ 23,246.08	\$ 26,847.56	\$ 30,449.04	
109	Asst Cheerleading Coach	\$ 23,246.08	\$ 26,847.56	\$ 30,449.04	
112	Recreation Attendant	\$ 26,911.04	\$ 31,109.52	\$ 35,308.00	
113	Custodian (Comm Serv Dept)	\$ 28,254.72	\$ 32,665.36	\$ 37,076.00	
113	Landscaper I	\$ 28,254.72	\$ 32,665.36	\$ 37,076.00	
113	Maintenance Worker I	\$ 28,254.72	\$ 32,665.36	\$ 37,076.00	\$ 35,235.20
113	Lead Park Attendant (FT)	\$ 28,254.72	\$ 32,665.36	\$ 37,076.00	
114	Bridge Tender	\$ 29,662.88	\$ 34,290.88	\$ 38,918.88	
116	Maintenance Worker II	\$ 32,701.76	\$ 37,805.04	\$ 42,908.32	
116	Landscaper II	\$ 32,701.76	\$ 37,805.04	\$ 42,908.32	
116	Office Assistant (Town Hall) (FT)	\$ 32,701.76	\$ 37,805.04	\$ 42,908.32	
116	Admin Asst to Community Services Director	\$ 32,701.76	\$ 37,805.04	\$ 42,908.32	
117	Water Specialist	\$ 34,340.80	\$ 39,702.00	\$ 45,063.20	
117	Maint Wkr/Coin Counter	\$ 34,340.80	\$ 39,702.00	\$ 45,063.20	
118	Building Permit Clerk Sewer Supervisor	\$ 36,065.12	\$ 41,690.48	\$ 47,315.84	
119	Recording Secretary Head Volleyball Coach	\$ 37,862.24	\$ 43,769.44	\$ 49,676.64	
119	Recreation Program Coordinator Athletic Coordinator	\$ 37,862.24	\$ 43,769.44	\$ 49,676.64	
119	Water System Analyst	\$ 37,862.24	\$ 43,769.44	\$ 49,676.64	
120	Police Dispatcher	\$ 39,750.88	\$ 45,955.52	\$ 52,160.16	
120	Utility/Customer Service Specialist	\$ 39,750.88	\$ 45,955.52	\$ 52,160.16	
120	Parking Operations Coordinator	\$ 39,750.88	\$ 45,955.52	\$ 52,160.16	
120	Admin Asst (Engineer, Public Works, Accounting)	\$ 39,750.88	\$ 45,955.52	\$ 52,160.16	
120	Capital Assets Inspector	\$ 39,750.88	\$ 45,955.52	\$ 52,160.16	
121	Water and Sewer Foreman	\$ 41,743.52	\$ 48,257.04	\$ 54,770.56	
121	Administrative Assistant - Chief of Police	\$ 41,743.52	\$ 48,257.04	\$ 54,770.56	
121	Annual TollPass/Social Media Manager	\$ 41,743.52	\$ 48,257.04	\$ 54,770.56	
121	Accounts Payable Coordinator	\$ 41,743.52	\$ 48,257.04	\$ 54,770.56	
122	Code Enforcement Officer	\$ 43,902.56	\$ 50,752.00	\$ 57,601.44	
122	Telecommunications Supervisor	\$ 43,902.56	\$ 50,752.00	\$ 57,601.44	
122	Payroll Coordinator	\$ 43,902.56	\$ 50,752.00	\$ 57,601.44	

123 Public Works Foreman	\$ 46,090.72	\$ 53,284.40	\$ 60,478.08
123 Executive Assistant to Town Manager/Asst Town Mgr	\$ 46,090.72	\$ 53,284.40	\$ 60,478.08
124 Information Technology Technician	\$ 48,405.76	\$ 55,960.32	\$ 63,514.88
125 Deputy Town Clerk	\$ 50,814.40	\$ 58,744.40	\$ 66,674.40
127 Building & Zoning Supervisor	\$ 56,031.04	\$ 64,774.32	\$ 73,517.60
128 Electrician	\$ 58,830.72	\$ 68,011.84	\$ 77,192.96
129 Director of Code Compliance/Parking/School Safety	\$ 61,778.08	\$ 71,419.92	\$ 81,061.76
129 Assistant Director of Community Services	\$ 61,778.08	\$ 71,419.92	\$ 81,061.76
130 Asst Public Works Director	\$ 64,868.96	\$ 74,992.32	\$ 85,115.68
134 Community Services Director	\$ 78,842.40	\$ 91,145.60	\$ 103,448.80
134 Human Resources Manager	\$ 78,842.40	\$ 91,145.60	\$ 103,448.80
135 Chief Building Official	\$ 82,781.92	\$ 95,699.76	\$ 108,617.60
135 Information Systems Manager	\$ 82,781.92	\$ 95,699.76	\$ 108,617.60
135 Public Works Director	\$ 82,781.92	\$ 95,699.76	\$ 108,617.60
135 Town Engineer	\$ 82,781.92	\$ 95,699.76	\$ 108,617.60
138 Town Clerk	\$ 95,831.84	\$ 110,783.92	\$ 125,736.00
138 Police Captain	\$ 95,831.84	\$ 110,783.92	\$ 125,736.00
139 Assistant Police Chief	\$ 100,626.24	\$ 116,328.16	\$ 132,030.08
142 Chief of Police	\$ 116,448.32	\$ 134,645.44	\$ 152,842.56
142 Assistant Town Manager/Finance Director	\$ 116,448.32	\$ 134,645.44	\$ 152,842.56

Town of Lauderdale by the Sea						
Position	Min	Mid	Max	Actual Salaries		
Accountant I	\$ 50,358.47	\$ 62,948.41	\$ 75,538.34	\$ 75,524.80	51,762.84	
Accounting Specialist	\$ 32,462.07	\$ 40,577.27	\$ 48,692.47	\$ 42,500.00		
Assistant Development Services Director/Town Planner	\$ 64,271.51	\$ 80,339.39	\$ 96,407.27			
Assistant to the Town Manager	\$ 52,877.22	\$ 66,096.21	\$ 79,315.19	\$ 75,000.00		
Assistant Town Manager	\$ 93,436.94	\$ 114,546.53	\$ 135,656.12			
Capital Projects Manager	\$ 52,877.22	\$ 66,096.21	\$ 79,315.19			
Deputy Town Manager	\$ 94,958.79	\$ 118,698.86	\$ 142,438.93			
Development Services Director	\$ 86,130.42	\$ 107,663.36	\$ 129,196.30	\$ 119,339.49		
Director of Finance/Budget	\$ 86,130.42	\$ 107,663.36	\$ 129,196.30	\$ 86,130.42		
Executive Assistant	\$ 37,578.42	\$ 46,973.36	\$ 56,368.29			
Intern	\$ 32,462.07	\$ 40,577.27	\$ 48,692.47			
Maintenance Supervisor	\$ 47,960.81	\$ 59,951.02	\$ 71,941.22	\$ 71,926.40		
Maintenance Worker I	\$ 29,443.65	\$ 36,804.88	\$ 44,166.11	\$ 35,559.01	\$ 39,996.09	
Maintenance Worker II	\$ 32,462.07	\$ 40,577.27	\$ 48,692.47	\$ 45,529.12		
Maintenance Worker III	\$ 34,085.17	\$ 42,606.13	\$ 51,127.09	\$ 56,243.20		
Municipal Services Director	\$ 86,130.42	\$ 107,663.36	\$ 129,196.30	\$ 120,000.00		
Office Specialist	\$ 28,041.51	\$ 35,052.21	\$ 42,062.90			
Parking Enforcement Officer	\$ 32,462.07	\$ 40,577.27	\$ 48,692.47			
Parking Supervisor	\$ 37,578.42	\$ 46,973.36	\$ 56,368.29	\$ 48,651.21		
Planner	\$ 50,358.47	\$ 62,948.41	\$ 75,538.34	\$ 56,754.30		
Planning Technician	\$ 41,430.67	\$ 51,788.02	\$ 62,145.36	\$ 43,513.60		
Public Information Officer	\$ 50,358.47	\$ 62,948.41	\$ 75,538.34	\$ 71,941.22		
Senior Office Specialist	\$ 32,462.07	\$ 40,577.27	\$ 48,692.47	\$ 49,275.16		
Special Projects Coordinator	\$ 45,676.60	\$ 57,095.75	\$ 68,514.90			
Town Clerk	\$ 52,877.22	\$ 66,096.21	\$ 79,315.19	\$ 67,448.88		
Town Manager	\$ 115,422.83	\$ 144,278.86	\$ 173,134.88	\$ 160,000.00		
Assistant to the Town Manager Special Projects Coordinator				\$ 68,068.39		
Commissioner				\$ 12,410.71		
Mayor				\$ 15,513.35		

Town of Pembroke Park Salary Data	
Job Title	Annual
Accounts Payable/Purchasing Clerk	\$ 56,612.00
Accounts Receivables/Payroll Clerk	\$ 70,361.00
Administrative Assistant to Administrative Services Director/Deputy Town Clerk	\$ 40,000.00
Administrative Assistant to Police Chief	Future
Administrative Assistant to Public Services Director	\$ 31,111.00
Administrative Services Director/Deputy Town Clerk	\$ 99,115.00
Assistant Finance & Budget Director	\$ 101,504.00
Assistant Public Services Director	\$ 75,880.00
Assistant Town Manager	\$ 120,000.00
Billing Administrator	\$ 72,561.00
Building Clerk/Permit Technician	\$ 40,685.00
Building Manager/Administrative Assistant to Chief Building Official	\$ 73,653.00
Chief Building Official	\$ 94,147.00
Code Enforcement Officer	\$ 44,554.00
Code Enforcement Supervisor	\$ 52,348.00
Contracts Administrator	Vacant
Executive Assistant to Mayor & Commission/Special Events Coordinator	\$ 44,555.00
Executive Assistant to Town Manager & Assistant Town Manager	\$ 40,000.00
Finance & Budget Director	Vacant
Human Resources Clerk	Closed
IT Administrator	Future
Maintenance Worker I	\$ 35,750.00
Maintenance Worker II	\$ 42,494.33
Maintenance Worker III	\$ 44,137.00
Parks Supervisor	\$ 58,032.00
Police Chief	Future
Police Lieutenant	Future
Police Officer	Future
Police Sergeant	Future
Project Manager - Public Services Department	\$ 57,533.00
Public Services Director	\$ 95,313.00
Receptionist	\$ 31,111.00
Records Management Specialist	\$ 31,111.00
Roads & Streets Crew Leader	Future
Stormwater & Wastewater Crew Leader	\$ 72,571.00
Superintendent	\$ 76,371.00
Town Engineer	Vacant
Town Manager	\$ 150,000.00
Town Planner	Future

\$ 40,793.78

Maintenance Worker II \$ 40,685.00
Maintenance Worker II \$ 41,891.00
Maintenance Worker II \$ 44,907.00
Maintenance Worker II \$ 40,684.00
Maintenance Worker III \$ 47,590.00
Maintenance Worker III \$ 42,598.00

Town of Southwest Ranches

<u>Title</u>	<u>Current Salary</u>
Community Services Manager	\$ 83,424.00
Town Administrator	\$ 160,000.00
Executive Asst. to the Town Administrator	\$ 48,676.00
Engineer 1	\$ 51,372.00
Parks, Rec & Open Space Manager	\$ 77,250.00
Administrative Specialist	\$ 45,947.00
Town Engineer	\$ 127,088.00
General Services Manager	\$ 79,310.00
Town Clerk	\$ 105,000.00
Accounting Clerk	\$ 40,000.00
Procurement & Budget Officer	\$ 56,650.00
Town Financial Administrator	\$ 128,000.00
Deputy Town Clerk	\$ 50,393.00
Controller	\$ 75,246.00

Town of Surfside Salary Data

Position	Annual Salary
Code Compliance Director	\$ 86,275.00
Senior Executive Assistant to Town Mgr	\$ 70,720.83
Town Manager	\$ 176,533.78
Code Compliance Officer 3	\$ 52,990.91
Code Compliance Officer 1	\$ 38,376.00
Human Resources Dir	\$ 112,746.82
Assistant Town Manager	\$ 140,500.05
Accountant	\$ 57,000.00
Controller	\$ 95,000.05
Payroll/Accounts Payable Specialist	\$ 57,299.22
Budget Officer	\$ 84,362.93
Records Technician/Assistant to Town Clerk	\$ 49,848.24
Town Clerk	\$ 100,785.57
Permit Clerk II	\$ 44,692.24
Chief Plumbing Inspector	\$ 93,600.00
Plans Examiner	\$ 26,000.00
Chief Electrical Inspector	\$ 56,898.66
Assistant Building Official	\$ 97,850.00
Chief Mechanical Inspector	\$ 93,600.00
Building Official	\$ 110,582.99
Building Department Supervisor	\$ 57,299.22
Customer Service Representative Building Dept	\$ 32,959.89
Police Office Beyond Steps	\$ 86,048.56
Police Sergeant	\$ 99,439.97
Police Captain	\$ 117,419.95
Communications Operator	\$ 46,101.85
Police Officer	\$ 80,779.90
Police Officer Detective	\$ 82,817.24
Police Sergeant Detective	\$ 99,380.82
Police Lieutenant	\$ 91,334.99
Police Sergeant	\$ 99,439.97
Accreditation Manager	\$ 96,512.00

Communications Supervisor	\$	50,303.55
Police Chief	\$	140,000.00
Executive Assistant to Police Chief	\$	65,919.98
Refuse Collector	\$	36,610.15
Solid Waste Truck Operator II	\$	40,319.97
Solid Waste Truck Operator I	\$	35,360.00
Customer Service Representative Solid Waste	\$	32,445.07
Maintenance Worker I Solid Waste	\$	31,200.00
Solid Waste Refuse Truck Operator I	\$	38,798.03
Solid Waste Supervisor	\$	48,000.00
General Service Worker	\$	36,400.00
Public Works Coordinator	\$	45,887.92
Assistant Public Works Director	\$	90,943.68
Maintenance Worker II Public Works	\$	35,812.58
Mechanic	\$	44,990.00
Maintenance Worker I Public Works Transport	\$	37,337.25
Public Works Director	\$	111,780.03
Maintenance Worker II Stormwater	\$	31,200.00
Parttime Lifeguard Seasonal	\$	18,186.16
Customer Service Representative P&R	\$	42,126.45
Camp Counselor Seasonal	\$	4,675.31
Recreation Leader I Part Time	\$	14,459.51
Custodian Part Time P&R	\$	16,631.33
Lifeguard FT	\$	35,147.29
Recreation Leader II	\$	31,387.20
Program Events Coordinator	\$	39,311.38
Aquatic Supervisor	\$	47,276.74
Parks & Recreation Director	\$	116,658.05
Head Lifeguard	\$	36,290.38
Parks & Recreation Superintendent	\$	72,518.58
Marketing & Special Projects	\$	48,090.81
Tourism Director	\$	85,490.00
Parking Enforcement Officer	\$	37,902.13
Parking Operations Manager	\$	63,859.95

Administrative Aide Parking	\$	20,865.56
Maintenance Supervisor Water & Sewer	\$	52,538.10

RESOLUTION NO. 19-11-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE AGRO-ECO COMMUNITY GARDENS AGREEMENT WITH CAPOEIRA FOR ALL, INC., A FLORIDA NOT FOR PROFIT CORPORATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission authorized the renewal of the Agro-Eco Community Gardens Agreement with Maculele Miami Brazilian Arts Institute, Inc. by Resolution 19-10-03 adopted on October 9, 2019; and

WHEREAS, Maculele Miami Brazilian Arts Institute, Inc. has filed documents with the Florida Division of Corporations to change its corporate name to Capoeira For All, Inc.; and

WHEREAS, it is necessary for the Town Commission to authorize Town entering into the Agro-Eco Community Gardens Agreement with the new corporate name of Capoeira For All, Inc.

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

Section 1: That the Town is authorized to make and enter into the Agro-Eco Community Gardens Agreement with Capoeira For All, Inc. for further development, operation, management and promotion of the Agro-Eco Community Gardens, said Agreement being on file with the Town Clerk and by reference made a part hereof.

Section 2: That the Mayor is authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

Section 3: 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 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of November, 2019.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner



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 Dieuville
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

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

From: Myriam Jacques, Public Services Assistant Director

Date: Wednesday, November 06, 2019

Re: NatureScape Membership, and Natural Wildlife Habitat Certification
Through the National Wildlife Federation
To Promote the Agro-Eco Gardens & Centers

Background:

A Community Wildlife Habitat® is a community that provides habitat for wildlife in cities, towns, neighborhoods and counties. The following municipalities are either certified or registered Community Wildlife Habitats: Coconut Creek, Cooper City, Coral Springs, Town of Davie, Hollywood, Lighthouse Point, Oakland Park, Parkland, Plantation, Pompano Beach, Wilton Manors, Fort Lauderdale, Pembroke Pines and Town of Southwest Ranches, Deerfield Beach, Hallandale Beach, Sunrise, Lauderdale Lakes, Lauderhill, North Lauderdale, Miramar, Lauderdale-By-The-Sea and Margate.

Broward County, certified in 2005, encourages all of its municipalities to become certified Community Wildlife Habitats.

Benefits:

The Town, as a registered member until certified, will have access to the NatureScape website to showcase the Agro-Eco Gardens and Centers, and thereby self-promote the Gardens.

Costs:

There is a \$20 application fee.

Recommendations:

Approval to fill out application to become a certified Natural Wildlife Habitat garden.

Community Wildlife Habitats



National Wildlife Federation's GARDEN FOR WILDLIFE™

Garden Certification Walk-through Checklist

It's easier than you think to create your own wildlife garden! Use this walk-through checklist to confirm you have all the elements necessary to be certified:

***Note:** this checklist is only a tool to prepare your garden, please certify online at www.nwf.org/certifiedwildlifehabitat

FOOD: Your habitat needs three of the following types of plants or supplemental feeders:

- | | | | |
|---|---------------------------------|---|---|
| ☐ Seeds from a plant | ☐ Fruits | ☐ Bird Feeder | ☐ Butterfly Feeder |
| ☐ Berries | ☐ Sap | ☐ Squirrel Feeder | ☐ Nuts |
| ☐ Nectar | ☐ Pollen | ☐ Hummingbird Feeder | |
| ☐ Foliage/Twigs | ☐ Suet | | |

WATER: Your habitat needs one of the following sources to provide clean water for wildlife to drink and bathe:

- | | | | |
|-----------------------------------|--|--|--|
| ☐ Birdbath | ☐ Seasonal Pool | ☐ River | ☐ Rain Garden |
| ☐ Lake | ☐ Ocean | ☐ Butterfly Puddling Area | ☐ Water Garden/Pond |
| ☐ Stream | ☐ Spring | | |

COVER: Wildlife needs at least two places to find shelter from the weather and predators:

- | | | | |
|--|---------------------------------------|--|---|
| ☐ Wooded Area | ☐ Cave | ☐ Brush or Log Pile | ☐ Dense Shrubs/Thicket |
| ☐ Bramble Patch | ☐ Roosting Box | ☐ Burrow | ☐ Water Garden or Pond |
| ☐ Ground Cover | ☐ Evergreens | ☐ Meadow or Prairie | |
| ☐ Rock Pile or Wall | | | |

PLACES TO RAISE YOUNG: You need at least two places for wildlife to engage in courtship behavior, mate and then bear and raise their young:

- | | | | |
|--|----------------------------------|---|---|
| ☐ Mature Trees | ☐ Wetland | ☐ Dead Trees or Snags | ☐ Water Garden/Pond |
| ☐ Meadow or Prairie | ☐ Cave | ☐ Dense Shrubs/Thicket | ☐ Host Plants for Caterpillars |
| ☐ Nesting Box | ☐ Burrow | | |

SUSTAINABLE PRACTICES: You need to employ practices from at least two of the three categories below to help manage your habitat in a sustainable way- *to better help wildlife, we advocate employing one or more practices from each category:*

- | | |
|---|--|
| ☐ Soil and Water Conservation: <ul style="list-style-type: none">• Riparian Buffer• Capture Rain Water from Roof• Xeriscape (water-wise landscaping)• Drip or Soaker Hose for Irrigation | ☐ Limit Water Use <ul style="list-style-type: none">• Reduce Erosion• Use Mulch• Rain Garden |
| ☐ Controlling Exotic Species: <ul style="list-style-type: none">• Practice Integrated Pest Management• Remove Non-Native Plants and Animals | ☐ Use Native Plants <ul style="list-style-type: none">• Reduce Lawn Areas |
| ☐ Organic Practices: <ul style="list-style-type: none">• Eliminate Chemical Pesticides• Eliminate Chemical Fertilizers | ☐ Compost |

From: [Rice-David, Karen](#)
To: [Pracht, Dale](#); [Myriam Jacques](#)
Cc: [Lavelly, Elizabeth Anne](#)
Subject: Re: Volunteer Cooperation with 4-H
Date: Monday, September 30, 2019 3:33:15 PM

Hi Myriam,

Thank you for reaching out to 4-H. We do have several 4-H youth who are interested in gardening and our 4-H clubs do have a mission towards volunteering in the community, with the goal being that they are learning new things while being engaged in community service.

If you can provide me with more details about the volunteer opportunities, I can see if we have any 4-H clubs that would be interested in volunteering. What days/times do you want volunteer help? What type of supervision or guidance would be available? Where is the garden?

Thanks again for reaching out to 4-H. If you have any adult volunteers who would like to start a 4-H club about gardening, we could also assist you with that. 4-H clubs are easy to start and provide a very rewarding experience to both youth and adult volunteers. I can provide more information on that if you would like.

Best,

Karen

Karen Rice-David
4-H Youth Development Agent
UF/IFAS Broward County Extension Education
Broward County Parks and Recreation Division
3245 College Avenue
Davie, FL 33314
Office: (954) 756-8534

Please see our [blog](#) for more ways your youth can be involved in 4-H. Please follow our [Facebook](#) to stay up to date with events and other opportunities taking place in 4-H.

[Advance notice: our office will be closed on October 4th. I will be away on October 10-11 at a conference meeting.](#)

From: Pracht, Dale
Sent: Monday, September 30, 2019 1:27 PM

To: 'Myriam Jacques'
Cc: Rice-David,Karen; Lavelly,Elizabeth Anne
Subject: RE: Volunteer Cooperation with 4-H

Myriam,

Thanks for sending this request to me. I was out of the office some, but I have now forwarded this information on to Karen Rice-David, the 4-H Extension Agent in Broward County. This look like a great opportunity and I hope that you will all be able to connect to see if this would be a good partnership.

Thanks again,
Dale

Dale Pracht, Ph.D.
Associate Professor, 4-H Youth Development Specialist
Family, Youth and Community Sciences
Institute of Food and Agricultural Sciences
3005 McCarty Hall D
PO Box 110310
Gainesville, FL 32611-0310
352-273-3533
352-392-8196 Fax
dpracht@ufl.edu
<http://florida4h.org>
<http://fyics.ifas.ufl.edu>

To Schedule an advising appointment:
<https://fyicsadvising.acuityscheduling.com/schedule.php?calendarID=1273476>

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From: Myriam Jacques <mjacques@townofpembrokepark.com>
Sent: Friday, September 20, 2019 10:02 AM
To: Pracht,Dale <dpracht@ufl.edu>
Subject: Volunteer Cooperation with 4-H

EXTERNAL EMAIL: Exercise caution with links and attachments.

Good Morning Dr. Pracht,
I hope this email finds you well.

Could you please guide me to the proper channel to inquire about the possibility of forming a type of partnership with the 4-H program to assist with the Community Garden at the Town of Pembroke Park. The municipal Community Garden was created in April 2015 and has since evolved and extended to include a fruit tree orchard, and now a Food Forest (The Agro-Eco Gardens & Centers). Currently, the bulk of the routine activities (mulching, weeding, watering, planting, seeding) of the Gardens is being performed by volunteers. Hence, the reason for my inquiry. Are there any of the stated activities that fall in line with the mission of 4-H? Can we get volunteers from the 4-H Program? Please advise.

I look forward to hearing from you.

Best,
Myriam Jacques, LEED AP
Public Services Assistant Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Public Services Department
MJacques@townofpembrokepark.com
www.TownofPembrokePark.com
☎ (954) 966-4600, ext. 200
■ (954) 275-2350

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

This email has been checked for viruses by Avast antivirus software.

www.avast.com





AGENCY AGREEMENT

Name of Agency: _____

Address: _____

Phone: _____ **Fax:** _____ **Website:** _____

Days/Hours of Operation: _____

Executive Director: _____ **Phone:** _____

Email Address: _____

Volunteer Coordinator: _____ **Phone:** _____

Email Address: _____

Mission Statement: (attach if additional space is needed) _____

Geographic Area(s) Served:

Number of Paid Staff: _____ **Number of Volunteer Staff:** _____

Number of Clients Served: _____ **Annual Operating Budget:** \$ _____

Agency Type (check one):

____ Nonprofit 501(c)(3) **NOTE: 501(c)(3) IRS letter must accompany this Agreement**

____ City, County, or Municipality ____ Other: _____

Clients/issues served by your organization:

____ Children ____ Teens ____ Adults ____ Senior Citizens
____ Animals ____ Disabled ____ Disaster Relief/Response
____ Education ____ Environment ____ Health and Wellness
____ Hunger/Homelessness ____ Other: _____

Describe your general volunteer needs, with a brief description of duties:

Minimum Age of Volunteers (with accompanying adult): _____

Minimum Age of Unaccompanied Volunteers: _____

Do you accept court-ordered Volunteers? _____

Can your agency accommodate Volunteers with disabilities? _____

Does your agency have regularly-scheduled special projects and/or events?

If yes, please describe: _____

If no, would you be interested in having HandsOn Broward assist your agency in developing special projects and/or events? _____

Does your agency have its own volunteer training program or background check requirement? If yes, please describe: _____

HandsOn Broward Mission Statement: HandsOn Broward inspires, equips and mobilizes people to take action to positively affect change in Broward County. We connect individuals and groups to meaningful hands-on service.

HandsOn Broward (hereinafter, "HOB") agrees to provide all benefits to the above-named organization (hereinafter, "Agency Partner") as listed in this Interagency Agreement. Volunteer Programs are to be of a "hands-on", direct service nature, including facilities improvement, client interaction, and/or tasks directly related to the Agency Partner's product. **All volunteer work must be of a hands-on, direct service nature. Volunteer work is not to include work for private individuals and political campaigns. We prefer that volunteer work not include fundraising activities, however, opportunities will be considered on a case by case basis, as a referral.**

Agency Partner agrees to:

1. Certify that it is a non-profit 501(c)(3) agency or public entity serving valid community needs broader than the interests of its membership. Political campaigns and direct religious activity are excluded. If a membership organization, the organization's primary purpose must not be to enrich its members;
2. Provide service to its clients without regard to race, color, religion, gender, sexual preference, national origin, age, marital or veteran status, or the presence of a non-related medical condition or disability. Likewise, it shall not discriminate in the acceptance of volunteers on these bases;
3. Provide HOB with the name of a designated volunteer coordinator, director, or supervisor, to be the Agency Partner's point of contact for HOB and Volunteer communication;
4. Submit Project Intake Forms requesting volunteers with a minimum of **30-days lead** time to allow for recruitment and publicity of project;
5. Provide an appropriate representative on-site at each Project, giving Volunteers a brief site introduction and orientation, and remain on-site for the duration of the Project. **Agency Partner representative must ensure that Volunteers sign in on the provided Check-In Sheets, and return these signed forms to HOB within two (2) business days of the Project.**
6. Take all reasonable steps to provide safe and comfortable working environments, including access to restrooms and water, for Volunteers.
7. Keep HOB updated in order to maintain accurate and current Volunteer Opportunity listings, and notify HOB of any change of contact person/information within the Agency Partner.
8. Any special screening of Volunteers, including police background checks, fingerprinting, and other screening methods, is the responsibility of the Agency Partner. The Agency Partner is free to accept or reject any Volunteer referred to it by HOB based upon the further evaluation of such Volunteer by the Agency Partner. Rejection of Volunteers for any reason should immediately be brought to the attention of HOB.
9. Carry adequate general liability insurance, and indemnify each prospective Volunteer and hold harmless HOB, its officers, directors, employees and agents, against any and all claims, damages, liabilities, costs and expenses (including, without limitation, all attorneys' fees and litigation expenses) arising out of HOB's referral of Volunteer to the Agency Partner and any act or omission of any Volunteer arising out of and in the course of volunteer services performed by a Volunteer on behalf of the Agency Partner.

HandsOn Broward agrees to:

1. Provide Volunteer recruitment and/or referral at Agency Partner's request;
2. Provide Volunteer orientation training throughout the year to all prospective Volunteers;
3. Promote the recognition of Volunteers through award programs;
4. Aid in the development of Volunteer Programs that provide value to the Agency Partner. All Projects will be hands-on or client-based;
5. Provide a trained Project Leader for any project managed directly by HOB if requested by agency;
6. Promote the Agency Partner's Volunteer Opportunities in our communications and outreach efforts, including listings in our newsletters and on our website;
7. Keep Agency Partner updated with any changes to the Agency Partner's point of contact at HOB.

This Agency Agreement may be terminated without cause at any time by either party upon written notice to the other party. The terms of this Agreement are at all times subject to amendment by written agreement.

Agreed and Accepted By:

_____, On behalf of Agency Partner

Date: _____

Dale Mandell, President & CEO, HandsOn Broward

Date: _____



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 Dieuville
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

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

From: Myriam Jacques, Public Services Assistant Director

Date: Wednesday, November 06, 2019

Re: MPO-CSLIP Projects for SW 52nd Avenue and S Park Road Bicycle Path and Sidewalk Improvements

Resolution

Background:

The Broward Metropolitan Planning Organization (MPO) has created a new program to fund qualifying non-regionally significant projects. This new mechanism is identified as the Complete Streets and other Localized Initiatives Program (CSLIP) and will use both federal and state funds. The Town is proposing one Broward MPO CSLIP Project for bicycle path and sidewalk improvements at SW 52nd Avenue, and at S. Park Road.

Objectives:

The main purpose for the bicycle path and sidewalk improvements is to enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to school in the morning and on their way home in the afternoon. And, to improve the condition of the sidewalks east side of S. Park Road and thereby provide a safer route for pedestrians and bicyclists to travel.

Scope of Work:

The project includes drainage adjustment for lost swale areas, resurfacing to adjust road grades, construction of missing sections of sidewalks, and new bike paths located along the east and west sides of SW 52nd Avenue, and on the east side of S. Park Road.

Location of Project:

The sidewalks, bicycles paths, and road improvements work will be located along the east and west sides of SW 52nd Avenue extending south to County Line Road; and on S. Park Road from Hallandale Beach Boulevard extending north to Pembroke Road.

Cost Estimate of Project

The minimum MPO project size is \$500,000.



Photo Location of Project

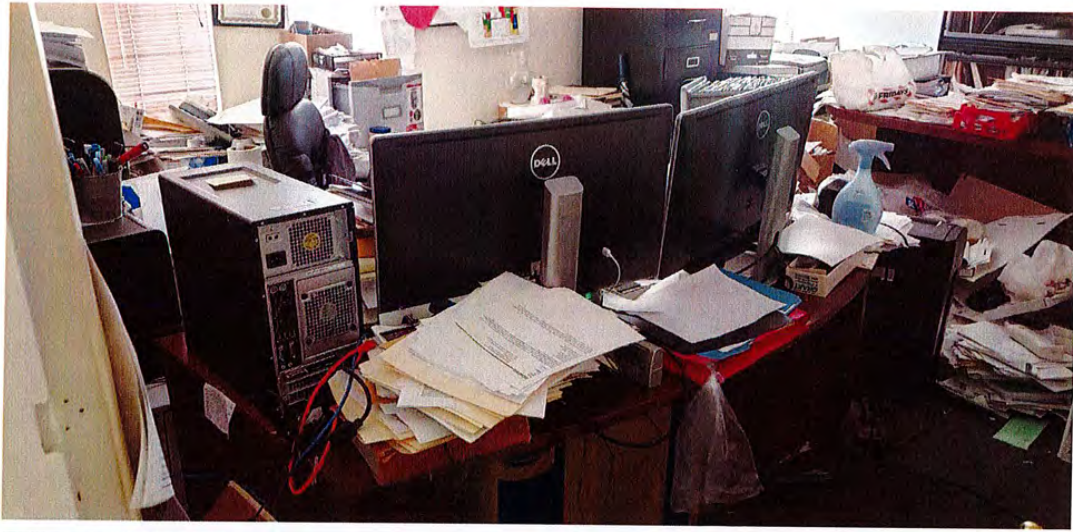
SW 52nd Avenue (Looking North)



Park Road & SW 25th Street (Looking South)

Agenda Request - SW 52nd Avenue and S Park Road Sidewalks and Bicycle Paths

Before



ROOM 1





After







ROOM 2





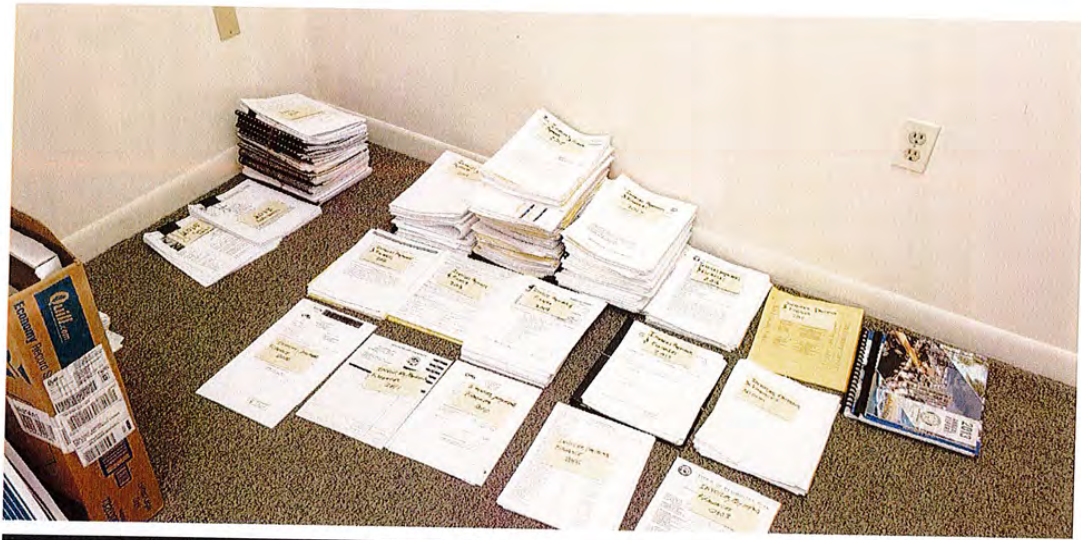




After







OPTIONS FOR DEPUTY TOWN CLERK

- 1. Prototype, Inc. – Lisa G. Tayar**
- 2. Marlen D. Martell, MPA, CFM**

1. Prototype, Inc. – Lisa G. Tayar

silvia@lagomhr.net
www.lagomhr.net



From: Prototype Inc. <Lisa@prototype-inc.com>
Sent: Monday, October 28, 2019 10:40 AM
To: Silvia Linares Hernandez <silvia@lagomhr.net>
Subject: Prototype Services Quote

To do summary minutes via audio and notes only:

\$75.00 per hour of meeting time, 30 minute minimum, .25 increments after 30 minutes. So, a meeting that lasts 1/2 hour or less would be \$37.50 and 3/4 of an hour would cost \$56.25, etc.

The caveat with this is until we learn the voices of the board members, we won't know who is speaking - requiring a bit more editing on your part initially.

To attend, record, and prepare minutes the cost is \$113 per hour of meeting time, one hour minimum, and then billed in .25 increments thereafter. So a meeting lasting 45 minutes would be billed at one hour, and a meeting lasting one hour 10 minutes or so would be \$141.25.

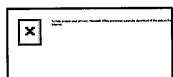
Please note that for all pricing structures, we provide a first draft, a second draft with staff changes (we ask that all staff review and send us the changes at one time for version control), and if the board/commission has changes during the meeting they'd like to make when the minutes are considered for approval, we will do those also and send a final.

There are times when staff prefers to make all changes themselves and, in that case, we provide the first draft and omit our name from the document as being prepared by us.

If we prepare the document from start to finish and you so request, we will indicate the minutes were prepared by Prototype. In that instance also we will make minor changes but anything substantive (for example, a board member who thinks they remember something different), we will ask staff to listen to confirm the board member is correct and we will then re-listen and make the change, as we are responsible for the content of the minutes.

I will assign one minutes writer to your account so that they become familiar with your boards, and you'll have someone you (or the board liaison) can work with directly to get the minutes exactly the way you want them.

Please let me know if you have any additional questions. We would be available to start working with you immediately.



Lisa G. Tayar
(954) 249-2177

2. Marlen D. Martell, MPA, CFM

Marlen D. Martell, MPA, CFM

17374 S. Glades Drive, North Miami Beach, FL 33162

Cellular: (305) 336-7953

Email: marlen4nmb@gmail.com

❖❖ PROFESSIONAL PROFILE

Strategic and results-focused professional with thirty years of successful municipal experience in a variety of departments; community development, planning and zoning, public works and building department. Solutions-driven and quality-oriented with diversified skill set in order to develop, incorporate and implement best practices, optimize efficiency and innovative problem solving. Public servants possess a unique drive geared to improve safety, financial accountability and enhance the quality of life of its citizens.

Adapting to challenging situations, assessing possibilities and reaching a comparable resolution. Working diligently creating professional teamwork, trust and respect among residents and elected officials. Striving to address situations with clarity, independent judgment and respect. Responding effectively and efficiently within reasonable time defining essential needs of the municipality and its residents. Maintaining cost-efficient and effective levels of productivity securing fiscally responsible purchases and expenditures.

❖❖ AREAS OF KNOWLEDGE

Municipal Government Administration ❖ Budget Process and Execution ❖ Community Planning
Zoning & Development ❖ Floodplain Management ❖ Stormwater Initiatives ❖ Webpage Master
❖ Hurricane Preparedness ❖ Events Coordination and Execution ❖ Legislative Process Policy
Implementation ❖ Strategic Planning ❖ Team Management ❖ Needs Assessment ❖ Innovative
Thinking ❖ Contract Administration ❖ Cost Control ❖ Relationship Development ❖ Teaching, Training
and Mentoring ❖ Financial Management ❖ Research Methodology ❖ Records Retention &
Management ❖ Public Records Request ❖ Purchasing Procedures

❖❖ PUBLIC SECTOR PROFESSIONAL EXPERIENCE:

Deputy City Clerk, City of North Miami, North Miami, Florida, 11/18 to 05/19

- Minutes, Resolutions and Ordinance
- Records Management
- Elections Process
- Lobbyist Registration
- Passport assistance
- Translate for Spanish speaking residents
- Census 2020 Liaison

Village Manager for North Bay Village, North Bay Village, Florida, 03/18 to 07/2018

- Capital Improvement Projects
- Managing Village Departments
- Commission and resident issues

Village Clerk, Village of Biscayne Park, Biscayne Park, Florida, 03/2017 to 03/2018

- Public records request
- Records management
- Agenda preparation and distribution
- Resolution and Ordinance Codification
- Human resource coordinator
- Employee health benefits
- Risk management
- Procurement
- Webmaster

Assistant to the City Manager, City of Sunny Isles Beach (SIB), Florida, 3/2012 to 4/2012

Assistant to the Public Works Director, City of Sunny Isles Beach (SIB), Florida, 12/2009 to 3/2012

- Maintenance/Reporting National Pollutant Discharge Elimination System (NPDES)
- Implementation of NPDES requirements
- Contract Financial Management
- Financial/Budgetary Cost Control
- Managed 5 million dollar budget
- Division Management

City of North Miami Beach (NMB) with multiple titles, 07/1996 to 07/2009

Special Projects Administrator, 09/2008 – 07/2009

- FEMA Certified Floodplain Manager
- Initiated the Community Rating Service (CRS) National Flood Insurance Program (NFIP)
- Community Outreach
- Determined Substantial Damage/Substantial Improvement
- Building Plans Floodplain Conformance
- Creator of the Floodplain Roundtable Discussion Group for Miami Dade, Broward, Monroe and Lee Counties

Assistant to the City Manager, 06/2006 – 09/2008

- Performed functions delegated by the City Manager and assumed responsibilities in his absence.
- Coordinating Community Redevelopment Agency (CRA) matters
- Project Manager of Special Events
- Website administrator
- Elected Official Initiatives
- Newsletter Editor
- Chief of Staff – Supervising City Manager and Mayor/Council Office
- Resolved Citizen Complaint
- Assembling Multiple Department Projects

Assistant to the Community Development Director, 08/2005 – 06/2006

- Research and Restructure Departmental Policies
- Benchmark Historical Financial Data
- Compare and Contrast Measures
- Prepared and Monitored Departmental Budget

Administrative Assistant to the City Managers 07/1996 – 08/2005

- Managed Special Projects
- Processing Departmental Expenditures
- Departmental Support Staff
- Records Management and Budgetary Compliance

Assistant I, City of Miami Springs, Florida, Building and Zoning Department, 07/1995 – 07/1996

- Handled approximately 50 to 100 or more building applications daily.
- Resolved Resident and Contractor Issues
- Assisting Building Permit Process
- Creating Permit Payment

Community Development Executive Assistant, City of Opa-locka, Florida, Community Development Department, 04/1989 – 07/1995

- Site Plan Intake and Distribution
- Secretary to the Planning and Zoning Board
- Minute Transcription
- Site Plan Record Keeper
- Site Plan Requirement Verification

❖ Additional Public/Private Sector Professional Experience:

Commissioner, City of North Miami Beach, North Miami Beach, Florida, 05/2011 to 03/2018

- Elected in May of 2011 and served until March of 2018. This position encompasses the ability to establish legislative policies and regulations affecting 43,000 residents. This position allowed me the opportunity to serve my community by creating and approving zoning overlay districts, strategic planning, contract negotiations, civil service bargaining, pension reform, etc.

Professor, Florida International University, Miami, Florida, 05/2012 to 08/2015

- Adjunct Professor for 40 students per semester teaching: **Applied Research Methods and Public Sector Budgeting.**

Owner of Three Chicks Pizza LLC, 07/2012 to 02/2014

- Owner of restaurant serving 120 seat
- Managed 20 employees
- Procurement Purchases and Budgetary Process
- Human Resource Manager
- Product Distribution
- Marketing and Advertising

❖ EDUCATIONAL ACHIEVEMENTS

Master of Public Administration - Florida International University, graduated April 2009

Bachelor of Public Administration, Minor in Criminal Justice, graduated Summa Cum Laude -
Florida International University, December 2004

❖ CERTIFICATION

Certified Floodplains Manager (CFM) (12/2008) by Association of State Floodplain Managers
(ASFPM) and reinstated (12/2015)

Stormwater 1 & 2 Certification

Notary Public expires March 9, 2021

❖ Professional Organizations, Memberships, Activism and Certification

Academy for Strategic Management, Florida Institute of Government, Fall of 2006 - This academy
focused on ethics, strategic planning, benchmarking and performance measures.

Association of State Floodplain Managers, Inc. – Certified Floodplain Manager

**Regional Director/Membership Service and Chair for the Florida Floodplain Managers
Association**, holding an elected position from June 2009 until June 2011. Developed local training
courses for 40 floodplain managers. Worked on increasing membership by 20% through the development
of Miami Dade and Broward Floodplain Round Table discussion group.

Florida League of Cities and Miami-Dade County League of Cities

Former Dade County School Board 21st Century Bond Advisory Board Member

State of Florida Municipal Clerks Association

Miami Dade Clerks Association

Created the Education Committee at the City of North Miami Beach

❖ LANGUAGES

Fluent in English and Spanish

References provided upon request.

Agatha Muse-Salters

From: Todd Larson
Sent: Thursday, October 31, 2019 7:18 PM
To: Agatha Muse-Salters; Newall J. Daughtrey
Subject: Fwd: Census eMail Signature Graphic - Pembroke Park
Attachments: PEMBROKE-PARK.jpg

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Stapleton, Margaret" <MSTAPLETON@broward.org>
Date: 10/31/19 9:44 AM (GMT-05:00)
To: Todd Larson <TLarson@townofpembrokepark.com>, Town Clerk
<townclerk@townofpembrokepark.com>
Subject: Census eMail Signature Graphic - Pembroke Park

Good morning, Pembroke Park! Attached is a graphic for a Census 2020 eMail signature. The Broward County Complete Count Committee and the Promotions subcommittee invite you to share this signature with your city staff and use on your outgoing emails, as your policies permit.

Thank you for your support of the 2020 Census. If you have any requested updates or changes to the signature, please give me a call to discuss.

FYI – a city-specific graphic has been created for each municipality, the Broward Municipal Services District (unincorporated area) and Broward County.



Margaret Stapleton, Director
Broward County Office of Public Communications
115 S. Andrews Ave., Room 506
Fort Lauderdale, FL 33301
Phone: 954-357-6931
broward.org





OCTOBER LOBBYIST TEAM REPORTS

- 1. Capital Hills Consultants – David K. Sigerson, Jr. Esq.**
- 2. CAS Governmental Services, LLC.; Community Advocacy Specialists
Governmental Services, LLC – Connie Vanassche, Jim Spratt & Dale
Milita**
- 3. DC Strategies, LLC – Desinda Wood-Carper**
- 4. Helmich Consulting, Inc. – Bill Helmich**
- 5. Tidewater Consulting, Incorporated – Richard E. Coates**

Capital Hills Consultants – David K. Sigerson, Jr. Esq.

CAPITAL HILLS CONSULTANTS
Governmental & Political Consulting

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

E-mail: sigersonatlaw@aol.com

Phone: (954) 540-7252
Alt. Ph: (954) 336-3544

M E M O R A N D U M

DATE: October 31, 2019

TO: The Mayor, Vice Mayor and Commissioners

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

SUBJECT: Regular Monthly Report for Oct., 2019

This report covers the Month of October, 2019.

CHC – David Sigerson Activities:

Activities and Meetings: attended Town Workshop meeting and made report to the Commission, October 2nd; I attended meetings of the Broward Legislative Delegation on Tuesday, October 8th (Public Hearing on all subjects and Local Bill 1st Reading) and on Tuesday, October 29th (Charter School discussion and 2nd Reading and vote on Local Bills); and, traveled to Tallahassee to attend the House and Senate Interim Committee meetings during the weeks of October 14-17 and 21-24 where I attended committee meetings and spoke with members and staff; I also met with the other Pembroke Park Lobby Team members regarding the Town's legislative objectives both in the area of annexation legislation and Legislative Budget Requests (LBRs). In addition, while in Tallahassee during Interim Committee meetings and during the Regular Session, I regularly attend F.A.I.R. meetings where issues, bills and amendments affecting local government are discussed – often resulting in action for or against a given issue or bill by members in concert with one another.

Legislation on Annexation: – Annexation of Property

I been circulating the draft annexation legislation to various parties including Team members Richard Coates and Bill Helmich and to municipal partners for their feed-back and expect shortly to circulate the draft to other interested parties at the request of our sponsor and finally, I will circulate it to David Cruz at the Florida League of Cities. In addition, I have contacted several city officials in jurisdictions that have representatives that we would like to recruit to help us with our proposal.

Pembroke Park Legislative Program.

After consultation with the other team members and taking in consideration some of the priority issues adopted by the FLC at the Annual Conference in August, myself and Connie Vanassche presented the Commission with the proposed Legislative Program and budget requests for the Town in preparation for the upcoming Legislative Session at its October 2, 2019 Workshop Meeting. To recap our general approach: Issues are evaluated for their impact on municipalities in general, the Town in particular and as they relate to our long-term strategy to protect and preserve the Town. Our program also includes Legislative Budget Requests (LBRs) as developed from the priority project list as recommended by staff and approved by the Commission.

As of this writing, there have been 869 bills pre-filed. I am in the process of reviewing the latest bills to be filed and so far I have pulled out several dozen that would appear to potentially affect local government in general or the Town of Pembroke Park specifically consistent with the policy perimeters that the Town historically has had, and currently has, in place for its Legislative Program Policy Guidelines.

During the interim Committee meetings, I confer more regularly with all team members regarding alternative strategies for achieving our legislative objectives and for obtaining legislative funding for future projects, including obtaining grant money through state or federal agencies.

Annexation/De-annexation – West Park:

I continue to report to and confer with Vice Mayor Clark on his efforts to counteract any attempt to try to de-annex any part of the Town, as the Vice Mayor continues to implement our plan of action. In addition, I regularly update all of the other team members and consult with them concerning what we need to do going forward to protect the Town from this threat.

As of this writing, the City of West Park has not requested that a Local Bill be filed and, as mentioned, the Broward Legislative Delegation met on October 29th and voted on Local Bills without West Park local bill coming up. However, we will continue to monitor the activities of the Delegation as Local Bills can be, and have been, filed after the deadline. As I mentioned in last month's report, it was somewhat surprising to me and other team members that no bill was filed this year, but, as I said before, he is running in 2020 for the State Senate seat being vacated by State Sen. Oscar Braynon, and I suspect that he doesn't want to sponsor such a contentious issue in an election year.

Unfortunately, we are in a defensive position and consequently must be continuously vigilant. This is why our attempts to pass annexation legislation that provides some protection to the Town is so important.

Background Note: Even though West Park did not request an annexation/de-annexation local bill to be filed (so far) for the 2020 Legislative Session, we know that they have been thinking about. West Park had been discussing and considering filing a de-annexation/annexation local bill going back at least three years that we know of. We know this because the Vice Mayor has obtained a copy of the recording made of the West Park (WPK) Legislative Workshop in which the Commission, City Staff and their lobbyists discuss filing annexation/deannexation local bill when the political climate is right. The discussion reveals that they have been working on this for the last three years – as we have been saying – and that they have yet to decide what to try and take from Pembroke Park. So, it is irrefutable that WPK is working on filing annexation/deannexation legislation – *as I have been saying, it is not a question of whether they file a bill, but when.* The other element that is not clear yet is what they come after, but I would advise that it doesn't matter whether they come after a small piece or everything. This is because, even if WPK were to only come after, for example, the "finger properties" or one of the schools, it is clear from the audio tape of the West Park Legislative Workshop that they will not stop until they take all of Pembroke Park.

Upcoming Meetings:

Broward Legislative Delegation Pubic Hearings:

No additional Legislative Delegation meetings are scheduled as this time.

November - December Legislative Interim Committee Meetings: There will be Legislative Interim Committee meetings in Tallahassee, November 4 – 7, November 12-14 and December 9 - 12.

The 2020 Regular Legislative Session is scheduled to begin Tuesday, January 14, 2020.

Broward Days Tallahassee will be held Tuesday & Wednesday, January 21 & 22, 2020.

Town Lobbyist team members reported:

Tidewater - Richard Coates:

Mr. Richard Coates and I (along with Bill Helmich) met during each of the Interim Committee Meeting weeks (Oct. 14-17 & 21-24) and discussed our annexation proposal and our search for co-sponsors. In addition, we are discussing the proposed draft Legislation. We have discussed alternative strategies and he has alerted me to some other legislation to take a look at. Mr. Coates has reached out to the lobbyist for our partner city in last Session's Annexation legislation but they haven't committed to what their plans are as yet. He is working on a Senate sponsor for our legislative proposal.

Mr. Coates monitors the activities of certain legislative committees during the interim for anything that might be beneficial or harmful to the Town.

The Tidewater report is attached.

Helmich Consulting - Bill Helmich:

I met with and conferred with Mr. Bill Helmich on our draft annexation proposal while I was in Tallahassee during the October Interim Committee Meetings. I had discussed it with him before hand and have talked to him subsequently about it. Mr. Helmich continues to work on recruiting a House Sponsor or Co-Sponsor for our legislative proposal. We are still awaiting word from Southwest Ranches on what they plan to do.

As with Mr. Coates, he is available to work with me and the rest of the team on the Town's entire legislative program.

Mr. Helmich's report is attached.

CAS Government Services, LLC - Dale Milita:

Mr Milita and Ms. Vanassche have prepared for the restart of legislative budget activity this fall. Ms. Vanassche, working with town staff, has prepared the Town's Budget requests: John P. Lyons Stormwater Pumping Station, Community Garden Pathway & Lighting and the Countyline Road Safety Improvements Legislative Budget Request (LBR). These budget requests have been submitted to the appropriate legislative offices for submission to the Legislature. While, in Tallahassee, Ms. Vanassche consulted with Ms. Wood-Carper regarding grants. She has provided advice to the Town regarding its FRDAP application and with respect to possible grant programs for the Community Garden.

Although CAS is primarily responsible for budget matters, they are available to consult on and assist with the non-budget areas of the Town's Legislative Program. Ms. Vanassche regularly meets with me during the Interim Committee Weeks and during the Regular Legislative Session.

The full CASGS Report is attached.

Desinda Wood-Carper

Ms. Wood-Carper continues to advise myself and Ms. Vanassche on possible grant programs and provide advice on LBR's.

Ms. Wood-Carper has submitted a grant opportunity to the Town, the just announced Florida Jobs Growth Grant Fund, through the Dept. of Economic Opportunity, see attached report.

She and I regularly meet and discuss matters of interest to the Town as she has long and valuable experience an insights into both the workings of the legislature and relevant executive agencies.

Her report is attached.

**CAS Governmental Services, LLC; Community Advocacy Specialists
Governmental Services, LLC – Connie Vanassche, Jim Spratt & Dale Milita**

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035
Office: 561.924.7702 • Fax: 866.929.8006

To: Mayor Mohammed, Vice Mayor Clark, Clerk Commissioner Jacobs,
Commissioner Cohen and Commissioner Dieuveille

Town Manager Agatha Muse-Salters, Assistant Town Manager Newell J.
Daughtrey, and Public Services Director Todd Larson

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

Date: October 30, 2019

Copies To: David K. Sigerson, Jr., Esq

RE: October 2019 Legislative Monthly Report

Communication Advocacy Specialists Governmental Services, LLC (CASGS) appreciates the opportunity to represent the Town of Pembroke Park and to provide a monthly progress report of Legislative activities that occurred during October:

- CASGS continues to coordinate the Town's concerns and issues with the entire Lobby Team.
- CASGS communicated with Staff regarding 2020-2021 Legislative Appropriations funding requests projects. Drafts of House and Senate Appropriation funding request forms were provided to Staff on the John P. Lyons Stormwater Pumping Station, the Community Garden Pathway & Lighting and the County Line Road Safety Improvements projects for review, input and acceptance.
- The three appropriation funding requests projects were submitted to the House and Senate to begin the Legislative Appropriation process prior to the November 15th deadline. CASGS made follow-up visits to your Legislative Members throughout the two October Committee Weeks.
- CASGS provided assistance regarding grant programs for improvements in the Community Garden. CASGS had several conversations with Staff for two grant programs – Florida Department of Agriculture and Consumer Services (FDACS) Agriculture Education and Promotion Facility and the Florida Department of

Environmental Protection Florida Recreational Development Assistance Program (FRDAP), which was provided to Staff in September for the Oct. 1st to 15th application cycle.

- CASGS was requested to review and provide input for the FRDAP grant application. CASGS reviewed the documentation and communicated with Staff as requested.
- CASGS provided drafts of the FDACS Education and Promotion Facility grant application and during the numerous communications with Staff addressing the grant requirements, it was determined that additional tracking measures and data reporting needs to be established and conducted in order to meet the scoring criteria of the grant.
- CASGS attended the October 2nd Commission Workshop and provided an update to the Commission:
 - CASGS presented Legislative information to the Commission:
 - House and Senate Appropriation Funding Request forms for the John P Lyons Stormwater Pumping Station and the Community Garden Pathway & Lighting projects were distributed and discussed with the Commission.
 - CASGS provided a brief report on the House and Senate Legislative process – it was explained that the House deadline to submit the Appropriation funding requests projects is November 15, 2019 and House Rules are that in order for Appropriation projects funding requests to be considered eligible for funding, projects must be heard and favorably passed out of a Committee. Early submission of projects to your Legislative Representatives is highly recommended, which provides the time for the project to receive a bill number and to work within the process to address any RFI's, work with the Town's Legislative Delegation and Legislators, prepare talking points for Legislators to present the Town's projects before House and Senate Committees.
 - The Senate process is less stringent and does not require filing of a bill number. The Senate assigns a project number. Legislators may present their projects at the appropriate Committees.
 - The County Line Road Traffic Signalization project was discussed and considered important safety concern.
 - CASGS provided updates on the Community Garden grant activities:
 - FDACS Education and Promotion Facility grant funding application was discussed. It was explained that the Town currently does not have the records to meet grant criteria to make application in this grant cycle. Procedures and/or a process for additional tracking measures and data reporting need to be established and conducted in order to meet the scoring criteria of the grant.
 - FRDAP grant was discussed.

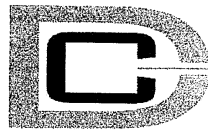
- CASGS was in attendance at the two regularly scheduled October House and Senate Committee Week meetings. Presentations by State agency presentations continued as well as presentation of Legislation by bill sponsors. Meetings scheduled included:
 - Joint Legislative Auditing Committee; EDR Financial Impact Estimating Conference Workshop
 - House Committee Meetings – Ways & Means, Commerce, Public Integrity & Ethics, State Affairs, Education, Health & Human Services, Judiciary, Agriculture & Natural Resources Appropriations Subcommittee, Criminal Justice Subcommittee, Energy & Utilities Subcommittee, Health Quality Subcommittee, Local, Federal & Veterans Affairs Subcommittee, Transportation & Tourism Appropriations Subcommittee, Agriculture & Natural Resources Subcommittee, Business & Professions Subcommittee, Government Operations & Technology Appropriations Subcommittee, Health Care Appropriations Subcommittee, Transportation & Infrastructure Subcommittee, Health Market Reform Subcommittee, Higher Education Appropriations Subcommittee, Insurance & Banking Subcommittee, Justice Appropriations Subcommittee, PreK-12 Innovations Subcommittee, Workforce Development & Tourism Subcommittee, Children, Families & Seniors Subcommittee, Higher Education & Career Readiness Subcommittee, Local Administration Subcommittee, Oversight, Transparency & Public Management Subcommittee, PreK-12 Appropriations Subcommittee, Civil Justice Subcommittee.
 - The October 23rd House Agriculture & Natural Resources Appropriations Subcommittee agenda included presentations of Appropriations Legislative Funding Request projects.
 - Senate Committee Meetings – Appropriations Subcommittee on Agriculture, Environment & General Government, Environment & Natural Resources, Governmental Oversight & Accountability Transportation, Commerce & Tourism, Infrastructure & Security, Education, Health Policy, Banking & Insurance, Children, Families & Elder Affairs, Military & Veterans Affairs & Space, Appropriations Subcommittee on Education, Appropriations Subcommittee on Health & Human Services, Appropriation Subcommittee on Transportation, Tourism & Economic Development.
 - CASGS met with Legislators and Lobby Team members throughout both Committee Weeks.
 - CASGS met with Ms. Wood-Carper during Committee Weeks and discussed grants and legislative issues for the Town.

- Committee Weeks for the 2020-2021 Legislative Session are as follows:
 - October 14-18, 2019 Interim Committee Week 2 - completed
 - October 21-25, 2019 Interim Committee Week 3 - completed
 - November 4-8, 2019 Interim Committee Week 4
 - November 12-15, 2019 Interim Committee Week 5
 - December 9-13, 2019 Interim Committee Week 6
 - Regular Legislative Session convenes January 14, 2020

Respectfully Submitted,

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

DC Strategies, LLC – Desinda Wood-Carper



**STRATEGIES LLC
GLOBAL**

GRANT RESEARCH OPPORTUNITY REPORT

**Infrastructure State Funding
for**

Town of Pembroke Park

OCTOBER 31, 2019

2nd Edition

**P.O. Box 470
Winter Park, FL 32792
(850) 363-3781**

DC Strategies continues to communicate with the Town of Pembroke Park as grant funding opportunities are open for consideration and funding.

This month, the Department of Economic Opportunity announced the Florida Job Growth Grant Fund. This grant can be used for infrastructure projects. I am providing a list of previous grant submitting entities and those awarded last year. This information will assist us with determining the types of projects that are eligible and examples of the type of information required for submittal.

The list of former applicants and awarded cities is enclosed. I am also able to provide the actual documents that were submitted and the completed application of previous applicants for your review, upon request. I have sent the Town Manager an actual copy of an awarded application to demonstrate the quality of the documents and the types of projects that have been funded in the past.

DC Strategies has also met with other Town contractors to establish a work plan for the upcoming year. This will begin with a meeting with the Town Manager, Department heads appropriate to the subject areas of our work and Town contractors. We have begun to target specific grants and funding processes and will galvanize our work around the Towns Capital Improvement Plan and Legislative Priorities for the 2019-2020 Legislative season.

DC Strategies is available to speak with any Commissioner or the Town Manager as it pertains to funding areas, ideas, initiatives or special projects.



Search this site...

ESPAÑOL | KREYOL

Resemployment Assistance
Service Center

Business Growth
& Partnerships

Workforce Statistics

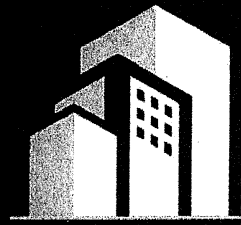
Community Planning,
Development & Services

Florida Job Growth Grant Fund

Home > Florida Job Growth Grant Fund

Florida Job Growth Grant Fund

Investing in Florida Communities to Create Jobs and
Economic Growth



The 2019-2020 Florida Job Growth Grant Fund Cycle is open. DEO and EFI are currently accepting infrastructure and workforce training project proposals for the \$40 million Florida Job Growth Grant Fund.

Project proposals will be considered on a rolling basis. Only proposals submitted after July 1, 2019 will be considered for the 2019-2020 Florida Job Growth Grant Fund Cycle.

About the Florida Job Growth Grant Fund

The Florida Job Growth Grant Fund is an economic development program designed to promote public infrastructure and workforce training across the state. Proposals are reviewed by the Florida Department of Economic Opportunity (DEO) and Enterprise Florida, Inc. (EFI) and chosen by the Governor to meet demand for workforce or infrastructure needs in the community they are awarded to.

In 2019-20, the agency will be able to provide \$40 million for projects that focus on rapidly developing a highly-skilled workforce and on infrastructure in that attract businesses, create jobs and promote economic growth.

Workforce training projects will provide Floridians with transferable, sustainable workforce skills applicable to more than a single employer, and for equities associated with these programs.

Public infrastructure projects can include transportation and utilities needed to support economic development.

To submit a proposal, click below. For additional assistance, email JobGrowth@deo.myflorida.com.

[Submit a Project Proposal](#)

[2019-20 Submitted Proposals](#)

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Is a state university eligible for a workforce training grant?

The statute states that workforce training grants must support programs at state colleges and technical centers. If the proposed project partners with one of those entities, then the university would also be eligible to submit a proposal.

Is the grant provided over a specific time period?

The statute does not provide a specific time period. However, if possible please include a detailed timeline in your proposal.

How many proposals can one entity submit?

The statute does not limit the number of proposals that one entity can submit.

Can edits be made to a proposal once it has been submitted?

Yes, please email any amendments or changes to proposals already submitted to FloridaJobGrowthGrantFund@enterprise-florida.com.

Are any parts of the fund dedicated to certain regions of the state?

The statute does not dictate any breakdown of funds by region. DEO and EFI are focused on bringing economic opportunity to all areas of the state.

Is the funding meant for new or pre-existing projects?

The grant funds can be used for either type of project; please provide as many details in the project proposal as possible describing what projects the funding will be used for.

If my project is approved by the Governor, when will funds be made available?

Once approved by the Governor, each entity will enter into a contract with DEO, where a funding timeline will be established.

Is all the information that is provided in the proposal considered a public record?

Job Growth Grant Fund proposals are public record under Florida statutes. However, any information that is confidential by state statutes will be redacted according to the statute applicable.



**Florida Job Growth Grant Fund
Frequently Asked Questions**

What is the deadline for submitting proposals?

Section 288.101, Florida Statutes, does not provide a deadline for submitting proposals. Proposals will be considered until all the funding is committed.

Is there a limitation on the amount of funds that can be requested?

The statute does not provide a limit on the amount of funding that can be requested per project. The job growth fund was appropriated \$40 million.

Where can I find my proposal online?

All submitted proposals for 2019-2020 can be found on the DEO website at the following link:
<http://floridajobs.org/jobgrowth/florida-job-growth-grant-proposals>

Is there a certain amount of funds designated for infrastructure projects versus workforce training?

The statute does not dictate any breakdown of funds by project type.

Is there an expected number of projects that will be approved?

The statute does not provide a minimum or maximum number of projects that may be approved by the Governor.

Is there a requirement for matching funds?

The statute does not require a project to have matching funds. However, community investment is important, and any matching funds that are being provided should be included in your proposal budget.

Are additional attachments such as maps and photos permissible in the proposal?

Attachments are permissible. Please send as much detail in the project proposal as possible.



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2019-20 Public Infrastructure Grant Proposals

2019-20 Workforce Grant Proposals

Archived Proposals

Name of Entity
City of Coral Gables
Martin County Board of County Commissioners
City of LaBelle
City of North Port
City of Hawthorne
Town of Lake Park
City of Green Cove Springs
City of Tallahassee
Citrus County
City of Port St. Lucie
Santa Rosa County Board of County Commissioners
Indian River County
Gainesville Regional Utilities
City of Monticello
City of Cape Coral
City of Avon Park
Jacksonville Aviation Airport Authority
City of St. Pete Beach
City of Melbourne Airport Authority

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About Us Home

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Department of Economic
Development



Florida's economic future and job development. A website built and services are available upon request to individuals with visual or other disabilities. Website on this website may be reached by persons using TTY/TDD equipment, via the Florida Relay Service.



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Archive of Awarded Proposals

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Florida Job Growth Grant Fund Awarded Proposals 2017-2018

Florida Job Growth Grant Fund Awarded Proposals 2018-2019

Name of Entity
Manatee Technical College, School District of Manatee County
Suwannee County Board of County Commissioners I-75 CR 136 Water Plan
Liberty County Board of County Commissioners
Pensacola State College
City of Jacksonville
City of Alachua
Columbia County
City of Port St. Lucie
Washington County Board of County Commissioners
Canaveral Port Authority
Osceola County Board of County Commissioners
City of Pensacola
Broward College
Baker County Board of Commissioners
City of Marianna
City of Titusville
Volusia County
St. Petersburg College
Sumter County Economic Development
Chipola College
Valencia College
Big Bend Technical College
Florida State College at Jacksonville
St. Johns River State College
Eastern Florida State College
Florida Gateway College
Charlotte County Economic Development Office
Clay County Board of Commissioners
City of Hialeah
Marion County Board of Commissioners

Helmich Consulting, Inc. – Bill Helmich

Helmich Consulting, Inc.

MEMORANDUM

To: David Sigerson
From: Helmich Consulting, Inc.
Date: October 31, 2019
RE: Town of Pembroke Park October Report

October had two legislative committee weeks; the second week was dominated by the Senate confirming the removal of Broward Sheriff Israel.

No bills have yet been filed containing the name Town of Pembroke Park, this includes House Appropriations Bills. Three Appropriations have been submitted but they do not have bill numbers yet.

As a reminder November 15 is the Florida House submission deadline for Appropriation Project request forms.

I met with numerous legislators to discuss legislation relating to annexation and they are receptive to the idea and understand the problems involved but also understand the devil is in the details so will want to see staff analysis of any bill that is filed. Members of the house will often look to staff and leadership for guidance if it is an area they are not very familiar with.

As we get closer to the session it is important to continue to Track all legislation as it is filed and your team continually does that and we meet to discuss filed legislation regularly in Tallahassee.

Please always feel free to call or email me at any time if you have any questions or comments.

Tidewater Consulting, Incorporated – Richard E. Coates



www.tidewaterinc.com

MEMORANDUM

DATE: October, 2019

TO: The Mayor, Vice Mayor and Commissioners

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

SUBJECT: Regular Monthly Report for October 2019

This report covers the Month of October 2019

Tidewater Consulting, Inc. Activities:

Activities and Meetings: Attended a meeting with TPP Legislative Team members to discuss our annexation legislative proposals for the upcoming Legislative Session; met with Mayor and Town Manager and participated in several Conference Call meetings with David Sigerson to prepare for the upcoming Florida Legislative Committee Meetings. Committee meetings were held during the weeks of October 14-18 and October 21-25, whereby we continuously engaged with varying members to talk about the needs of the Town of Pembroke Park.

Legislation on Annexation: – Annexation of Property

As previously reported, language, that would go a long way to protecting the Town of Pembroke Park and other small municipalities from larger municipal neighbors that seek to de-annex and annex away desirable parts of the smaller municipality, was added to legislation that traveled through the Florida House but did not pass the Senate. Based upon our experience last Session and what we learned about objections and opposition, we are currently working with David Sigerson on re-writing the draft bill proposal to have ready to present to various potential sponsors during the remaining Interim Committee meetings. We have a current draft bill proposal in place that addresses a couple of issues with regard to chapter 171- the annexation law, and we intend to have further discussions on the proposed changes.

Pembroke Park Legislative Program

We are consistently working with all team members regarding alternative strategies for achieving our legislative objectives and for obtaining legislative funding for future projects, including obtaining grant money.

115 East Park Avenue • Unit 1 • Tallahassee, Florida 32301
(850) 681-6400 • Fax: (850) 681-7080

Annexation/De-annexation – West Park:

We continue to report to and confer with team members on any attempt to try to de-annex any part of the Town, as we continue to implement our plan of action. Our ultimate concern is focused on what we need to do going forward in order to protect the Town from this threat.

Background Note:

I have discussed with David Sigerson and the TPP Legislative Team what our strategy needs to be going forward to the next Legislative Session as we continue to discuss the previously mentioned legislation containing provisions designed to protect the Town and how we can best re-draft our proposals in such a way as to overcome the objections to it raised during the last Legislative Session.

As a staple office in Tallahassee, I am able to monitor the activities of certain legislative movements throughout the year, and listen out for anything that might be beneficial or harmful to the Town.

**Town of Pembroke Park Commission and Board Meeting Minutes
October 4, 2017 – September 25, 2018**

Workshop Meetings	
1. 10-04-2017	4. 02-07-2018
2. 12-12-2017	5. 03-07-2018 03:07 PM
3. 01-08-2018	6. 09-05-2018

Regular Commission Meetings		
7. 10-11-2017	10. 01-10-2018	13. 05-09-2018
8. 11-08-2017	11. 01-25-2018	14. 09-12-2018
9. 12-13-2017	12. 02-14-2018	15. 09-18-2019

Special Commission Meetings		
16. 11-01-2017	23. 02-20-2018 11:00 AM	30. 07-13-2018
17. 11-09-2017	24. 02-20-2018 07:00 PM	31. 07-16-2018
18. 11-29-2017	25. 03-07-2018 02:49 PM	32. 07-24-2018
19. 12-12-2017	26. 03-21-2018	33. 09-06-2018
20. 01-08-2018	27. 03-28-2017	34. 09-18-2018
21. 01-17-2018	28. 04-03-2018	35. 09-25-2018
22. 02-12-2018	29. 06-06-2018	

Pension Board Meetings	
36. 12-12-2017	38. 08-01-2018
37. 04-11-2018	

Bid Opening Meeting
39. 03-01-2018

Pembroke Cares Meeting
40. 04-05-2018



ATTN: Joy Brown
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Phone Number: 954-966-4600 ext. 236
Email: jbrown@townofpembrokepark.com

October 29, 2019

From: Jessica Maria Benitez
Graphic Designer
3771 W State Road 84 Unit 202
Davie, FL 33312
Phone Number: (754) 233-1999
Email: jessicabenitez@startmail.com

Graphic Design Services Package Proposal

Thank you for considering Jessica Maria Benitez's services for your graphic design needs. Following is the proposal requested for services to be rendered for Graphic Design Projects. Please note that projects will be completed within the period of 2-7 business days after all necessary information has been provided, unless otherwise noted. Projects will be emailed or digitally transferred to Ms. Joy Brown.

Pricing for Design Services:

- The Flat Fee of \$500 per month for Design Services Retainer & Service Priority to be paid on the 1st of each month. Additional costs incurred will be due the 1st of the month after the project was sent to Joy Brown.
- The following services/projects are included with the Retainer Fee at no additional cost:
 - Consultations are Free. By Phone daily afternoons or weekly 1 hour meetings.
 - Flyers - 3 Flyers or Flyer/Facebook Cover Image Combo Packages Monthly, if specified.
 - Newsletter - 1 Newsletter of upto 16 pages Monthly (Designed for Print & Online PDF)
 - 1 Facebook Post + 1 Image Monthly - topic and necessary information to be given in timely manner.
 - Booklets - One (1) Event Program Booklet or any other type of booklet of Half-Letter or Letter Size of up to 24 pages included - 1 per every 3 months.
 - Brochures - 1 brochure design every 3 months (Folded Brochure of 2-sides)
 - Each project has a total of 5 major changes included. Additional major changes are \$10/each. Re-designs will be charged an additional 25% of the total project cost. Please consult
- Any other Projects or Services not listed will have a 50% discount from list prices, and can be negotiated on needs basis.

Payment:

Payment remitted by check made to the name of: **Jessica Maria Benitez**. If payment is made electronically, please submit Credit Card Payment via the Invoice that will be emailed monthly. Payments received after the 15th of the month will incur a 3% Late Fee, due to be paid on the 1st of the next month.

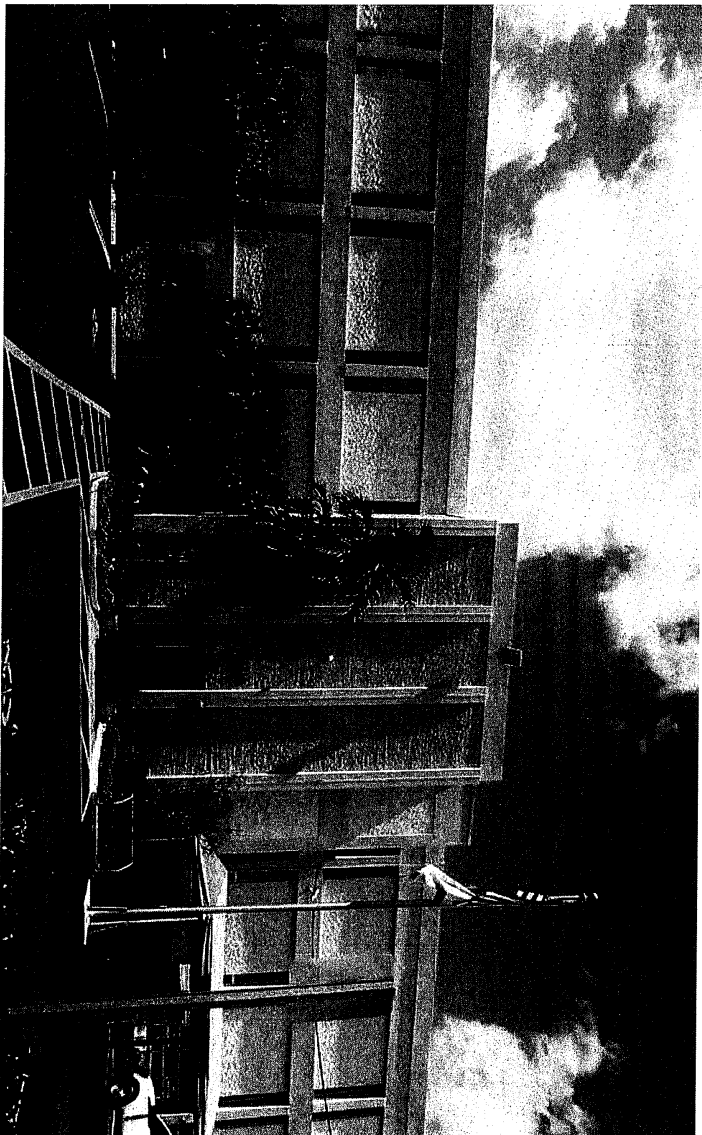
Availability

Jessica Maria Benitez has limited availability during weekday business hours. General availability: 7-8AM for consultations and minor changes; 5:30PM-10PM Mon-Fri, and Sundays for design work. No work will be done or accepted from Friday 5:00PM to Saturday 7:00PM or during Jewish High Holy Days. All other Holidays are available unless otherwise noted. Availability will be arranged to meet with project needs and deadlines, please contact Jessica Maria Benitez for more information.

Jessica Maria Benitez • jessicabenitez@startmail.com • (754) 233-1999

REQUEST FOR PROPOSAL

TOWN OF PEMBROKE PARK



SUBMITTED BY:

High Powered
graphics.com

4200 HILLCREST DR. | 504 | HOLLYWOOD, FL 33021 | 954.367.6797 | CELL 305.978.1482 | WWW.HIGHPOWEREDGRAPHICS.COM

DESIGN MATERIAL FOR THE TOWN OF PEMBROKE PARK

1. 24 Page Newsletter Monthly.

Color or black and white. Design, layout, articles, press ready files. Includes, revisions. Articles supplied by the city of Pembroke Park monthly. – \$650 / Monthly.

2. ADS for newsletter to be designed.

- A) Full page ad design \$130
- B) Half page ad design \$70
- C) Quarter page ad design \$40
- D) 1/8 page ad design \$20

3. Flyes.

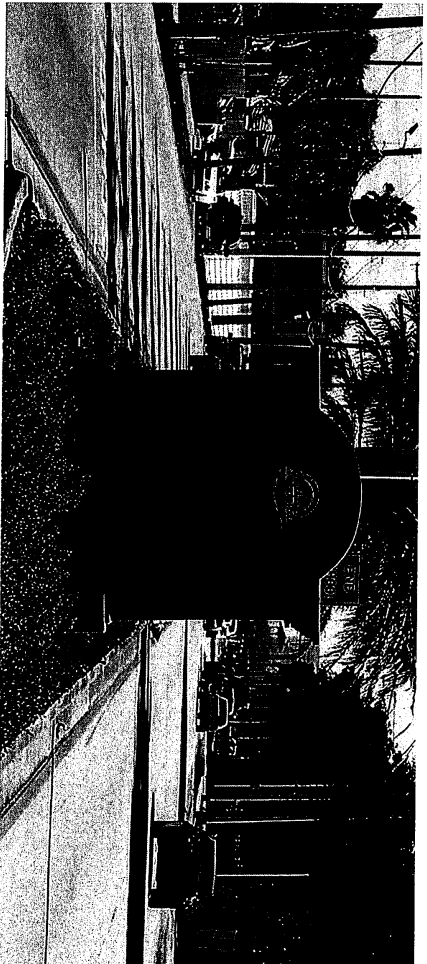
- A) Full page flyer design \$130
- B) Half page flyer design \$70

4. Brochures.

- A) Tri-fold design \$140 - 8.5x11"
- B) Bi-fold design \$120 - 8.5x11"

5. Signs and Banners

Large signs and banner designs starting at \$75

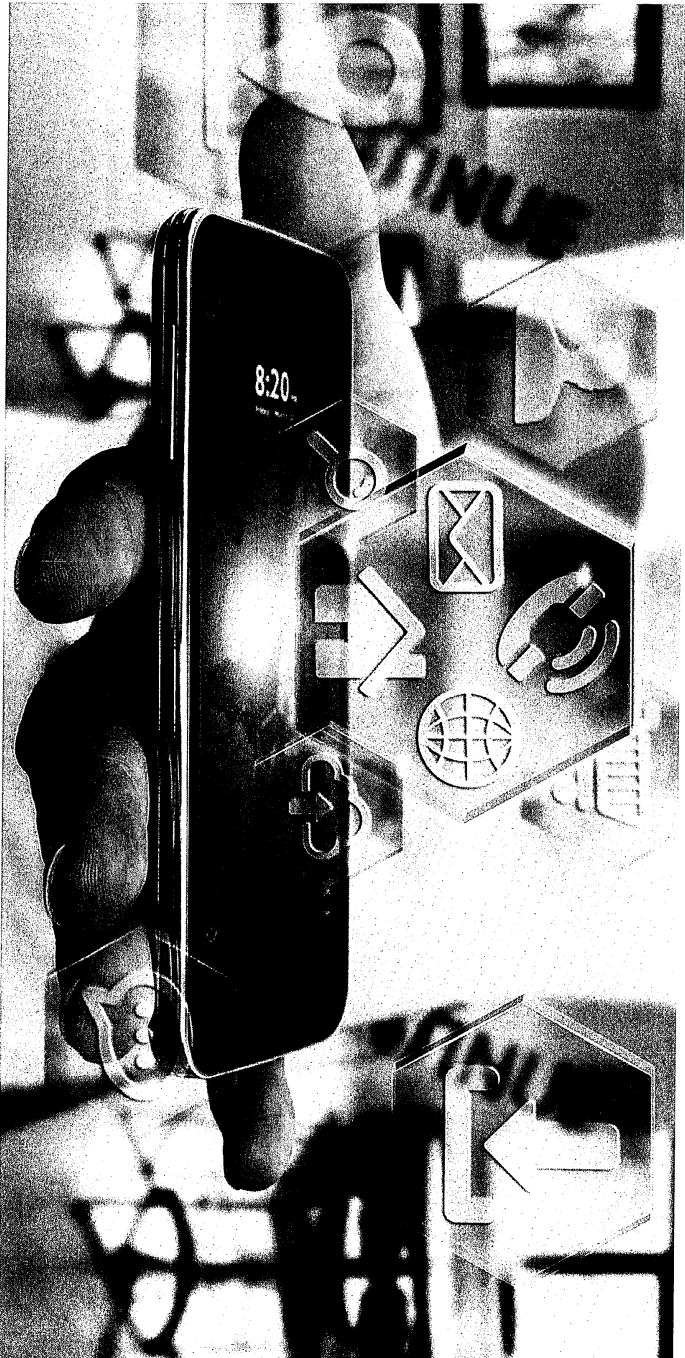


ABOUT US

LEON CORTEZ – President / Creative Director

President Leon Cortez, a former United States Marine and Gulf War Veteran has worked with many of South Florida's top advertising and design agencies over the last 24 years. He has extensive knowledge in web development, layout, design and pre-press experience.

Webmaster, designer and SEO expert Leon Cortez lives in Hollywood, Florida and has a vast experience in web, graphic design, online marketing and is committed to helping you and your business not only compete but thrive in today's fast-paced Internet environment. He has designed scores of websites for different industries, from Physicians to major recording artists. He has created amazing SEO and traffic for local sites as well as getting Google presence.



Joy Brown

From: Guido Lombardi <guido@loosegeargraphics.com>
Sent: Monday, November 04, 2019 3:42 PM
To: Joy Brown
Subject: Printing Estimate

Hello Joy, here is the estimate:

24 page booklets 8.5 x 11 (full color)

5000 \$3966
10000 \$7569
Design \$600

Ads / flyers Design

full page \$150
1/2 \$150
1/4 \$75
1/8 \$50

8.5 x 11 - Brochures half / tri fold (full color)

5000 \$400
10000 \$900
Design \$200

Banners vinyl / mesh

4 x 6 \$50
4 x 8 \$70
4 x 10 \$90
Design \$45

Roll up banner with alu. retractable stand

33 x 80 \$120
47 x 80 \$190
Design \$60

24 x 18 Yard Sign 4mm Coroplast w/ h-stake

10 \$120
100 \$700
Design \$45

4 x 6 - Postcards reg. paper UV coated double sided

5000 \$120
10000 \$240
Design \$60

5 x 7 Invitations Pearl paper double sided (Special Events)

1000 \$468
Design \$60

Door Hangers reg. paper UV coated double sided

4 x 7
5000 \$459
10000 \$918

4 x 11
5000 \$595
10000 \$1150

Design \$60

If you have better pricing somewhere else, send me their invoice and I'll try to match it.

Thank you.

Guido Lombardi
Loose Gear Graphics
305.244.5406

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