



AGENDA

WORKSHOP COMMISSION MEETING

5:00 PM - Tuesday, November 23, 2021

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Broward Sheriff's Office - Captain Coker	4 - 7
BSO	
6.2. Fire Department - Chief Kane - Out of Town - Reports will be provided next month.	
7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ	
7.1. Monthly Report (October 2021) and Double Permit Report	8 - 16
Agenda Item Report - AIR-21-263 - Pdf	
7.2. Town of Pembroke Park "Amnesty Program"	17 - 45
Agenda Item Report - AIR-21-268 - Pdf	
Building PP presentation Amnesty Program	
8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ	
8.1. Code Enforcement Dept. Report for Oct 2021	46 - 77
Code Enforcement Dept. Report - Oct 2021 - Pdf	
9. FINANCE DEPARTMENT - FINANCE DIRECTOR TAUBENFELD	
9.1. Business Tax Receipt and Billing Update - BTR/Billing Administrator Grooms	78 - 80
None	
Billing Division Monthly Report - Pdf	
9.2. Bills over \$1,500 - Finance Director Taubenfeld	81
Finance Bills Over \$1500 November 23rd 2021	
9.3. FRS - Name change designation	82

To change the position title in FRS from Public Works Director to Public Service Director

[Agenda Item Report - AIR-21-266 - Pdf](#)

- 9.4. Budget Amendment - FY21 83 - 107

Approval of Budget Amendment

[Agenda Item Report - AIR-21-265 - Pdf](#)

[Finance 11 22 2021 REVISION 2 Budget Amendment - FY21](#)

10. HUMAN RESOURCES - HR CONSULTANT MENEGAZZO

- 10.1. Updates to Employee Handbook - HR Consultant Menegazzo 108 - 190

[HR Cover Letter Handbook](#)

[HR EmployeeHandbook Reviewed by TA](#)

- 10.2. Town Staffing - Town Manager Jimenez, HR Consultant Menegazzo

11. IT DEPARTMENT - IT DIRECTOR PAKULA

- 11.1. Updating the Audio Visual System for the Commission Chambers 191 - 247

Approve Purchase

[Agenda Item Report - AIR-21-257 - Pdf](#)

12. TOWN PLANNER SIEGEL, AICP

- 12.1. October/November 2021 Town Planner Monthly Report 248 - 249

For Informational Purposes Only

[Agenda Item Report - AIR-21-260 - Pdf](#)

- 12.2. Appointment of Town Commission Representative to the Broward MPO 250

Select a member of the Town Commission to the Broward MPO

[Agenda Item Report - AIR-21-258 - Pdf](#)

- 12.3. Amendment to Interdev, LLC Contract (GIS Mapping Services) 251 - 269

Approval of the Amendment to Interdev, LLC Contract

[Agenda Item Report - AIR-21-261 - Pdf](#)

[Planner Contract interdev amend 122021 final](#)

13. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

- 14.1. Piggyback Contract from North Bay Village for Town Holiday Decorations 270 - 399

Approval to use attached contract per procurement guidelines

[Agenda Item Report - AIR-21-267 - Pdf](#)

[PS Artistic Design Piggyback 122021](#)

[PS Exhibit A Vendors Proposal](#)

PS Exhibit B Initial Agreement

15. OLD BUSINESS
16. NEW BUSINESS
17. DISCUSSION
 - 17.1. Budget for the Police Department - Town Manager Jimenez
18. TOWN CLERK COMMENTS
19. ATTORNEY COMMENTS
20. TOWN MANAGER COMMENTS
21. COMMISSIONER COMMENTS
 - 21.1. Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs
22. ANNOUNCEMENTS
23. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk



Broward County Sheriff's Office

West Park / Pembroke Park

Captain Stephanie Coker

Lieutenant Gerard Charles



PEMBROKE PARK MONTHLY STATISTICS

OCTOBER 1-31, 2021

CALLS FOR SERVICE: 598

A.	NON 911 CALL	195
B.	911 CALL	283
C.	FIELD INITIATED CALL	85
D.	PWT	35

ACCIDENT INVESTIGATION: 45

A.	MINOR ACCIDENT	32
B.	ACCIDENT HIGHWAY	01
C.	ACCIDENT WITH INJURIES	12

CITATIONS: 34

A.	CRIMINAL	01
B.	UNIFORM TRAFFIC -	33

ARRESTS:

CLASSIFICATION	Total
AGG ASSAULT W/ DEADLY WEAPON- DOMESTIC VIOL	1
BATTERY-CAUSE BODILY HARM	1
BATTERY-TOUCH OR STRIKE	1
DISTURBING PEACE-BREACH OF THE PEACE	1
FRAUD-ILLEG USE CREDIT CARDS-2 FEWER TIMES 6 MS OBT GDS MONE	1
POSSESSION OF CANNABIS < 20 GRAMS	1
RECKLESS DRIVING-DRIVES ANY VEH WILLFUL DISREGARD FOR SAFETY	1
SELL, MAN/DEL OR POSS/W/INT CANNABIS	1
TOUCH OR STRIKE/BATTERY/DOMESTIC VIOL	1
TRESPASSING-OCCUPIED STRUCTURE OR CONVEYANCE	1
Grand Total	10

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



PEMBROKE PARK MOBILE HOME ANALYSIS

October 1-31, 2021



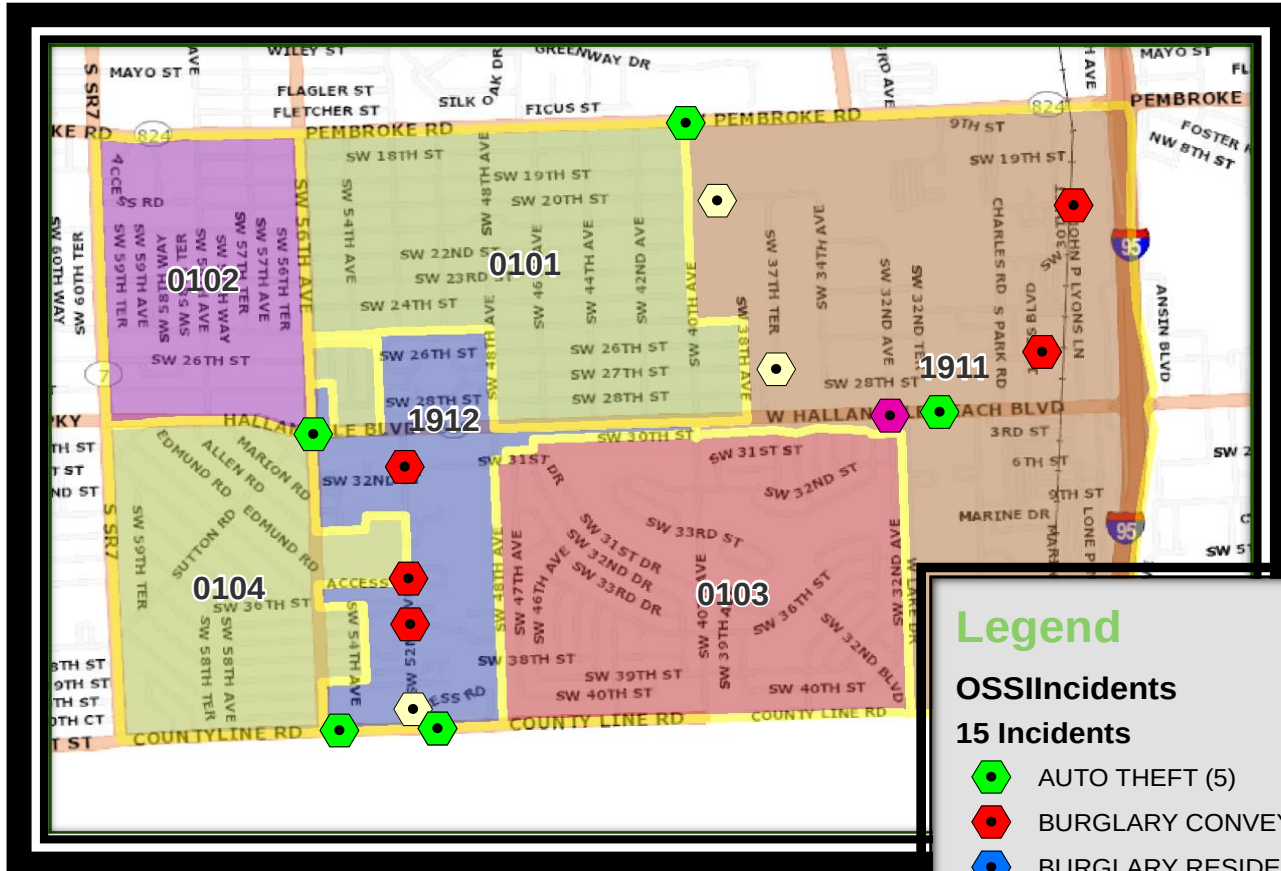
AUTO THEFTS - Other	0
RESIDENTIAL BURGLARIES	0
CONVEYANCE BURGLARIES	0
ROBBERIES	0

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



PEMBROKE PARK MONTHLY ANALYSIS

October 1-31, 2021



Legend

OSSI Incidents

15 Incidents

- AUTO THEFT (5)
- BURGLARY CONVEYANCE (5)
- BURGLARY RESIDENCE (1)
- ROBBERY (1)
- THEFT - MOTOR VEHICLE PARTS (3)

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



PEMBROKE PARK MONTHLY ANALYSIS

October 1-31, 2021



CASE NUMBER	CLASSIFICATION	DATE	ZONE	ADDRESS	CITY	NARRATIVE
192110000205	AUTO THEFT	10/8/2021	1911	3996 PEMBROKE RD	PEMBROKE PARK	VEHICLE TAKEN FROM GAS STATION
192110000274	BURGLARY CONVEYANCE	10/13/2021	1911	2101 JOHN P LYONS LN	PEMBROKE PARK	VEHICLE BURGLARIZED (SMASHED WINDOW)
192110000094	BURGLARY CONVEYANCE	10/4/2021	1912	3509 SW 52ND AV	PEMBROKE PARK	VEHICLE BROKEN INTO (SHATTERED WINDOW) - FIREARM TAKEN
192110000104	THEFT - MOTOR VEHICLE PARTS	10/4/2021	1912	4001 SW 52ND AV	PEMBROKE PARK	CATALYTIC CONVERTER TAKEN
192110000310	AUTO THEFT	10/16/2021	1912	5590 W HALLANDALE BEACH BLVD	PEMBROKE PARK	VEHICLE TAKEN
192110000237	BURGLARY CONVEYANCE	10/10/2021	1912	3707 SW 52ND AV	PEMBROKE PARK	WALLET TAKEN FROM VEHICLE - VEHICLE LEFT UNLOCKED
192110000276	AUTO THEFT	10/14/2021	1911	3181 W HALLANDALE BEACH BLVD	PEMBROKE PARK	VEHICLE TAKEN
192110000481	BURGLARY RESIDENCE	10/25/2021	1912	5100 SW 41ST ST	PEMBROKE PARK	APARTMENT BURGLARIZED - TWO LOUD SPEAKERS TAKEN - WINDOW LEFT UNLOCKED
192110000467	AUTO THEFT	10/24/2021	1912	5100 SW 41ST ST	PEMBROKE PARK	VEHICLE TAKEN FROM RESIDENCE
192110000143	AUTO THEFT	10/7/2021	1912	5525 SW 41ST ST	PEMBROKE PARK	VEHICLE TAKEN
192110000466	THEFT - MOTOR VEHICLE PARTS	10/22/2021	1911	3520 SW 20TH ST	PEMBROKE PARK	CATALYTIC CONVERTER TAKEN FROM VEHICLE
192110000157	BURGLARY CONVEYANCE	10/8/2021	1912	3115 SW 52ND AV	PEMBROKE PARK	VEHICLE BROKEN INTO (WINDOW SHATTERED) - SEVERAL ITEMS TAKEN
192110000497	THEFT - MOTOR VEHICLE PARTS	10/20/2021	1911	2751 COMMERCE CENTER WAY	PEMBROKE PARK	CATALYTIC CONVERTER DAMAGED - ATTEMPT WAS MADE TO STEAL IT
192110000340	ROBBERY	10/18/2021	1911	3200 W HALLANDALE BEACH BLVD	PEMBROKE PARK	ARMED ROBBERY - VC'S GOLD CHAINS WERE TAKEN
192110000331	BURGLARY CONVEYANCE	10/16/2021	1911	104 DAVID DR	PEMBROKE PARK	SEVERAL ITEMS TAKEN FROM VEHICLE - VEHICLE WAS LEFT UNLOCKED

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

AGENDA ITEM REPORT



To: TM and Commission
Subject: Monthly Report (October 2021) and Double Permit Report
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

ATTACHMENTS:

[21-011](#)
[Monthly Status Report 102021b](#)
[FY20-21 Double Permit Fee Breakdown](#)

JC Jimenez, Town Manager	Status:
Marlen Martell, Town Clerk	None
	None



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

MEMORANDUM NO.: 21-011

DATE: November 10, 2021
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **MONTHLY STATUS REPORT – OCTOBER 2021 AND REQUESTED DOUBLE PERMITS REPORT FY 2020-2021.**

At this time, I would like to submit the attached Building Department Monthly Status Report and commission requested "Double Permits Report" for the above referenced period.

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-011.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-011.docx)



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Building Department

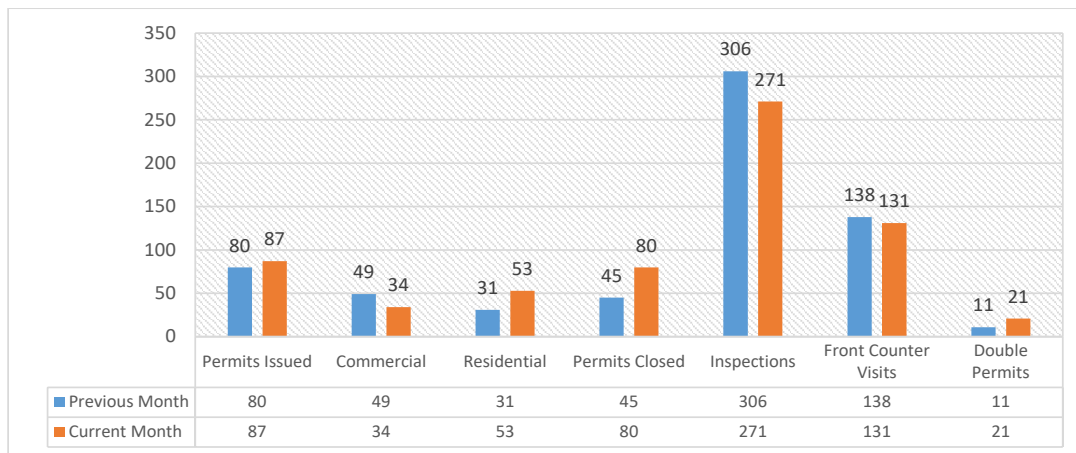
Monthly Status Report

October 2021

Summary:

As we start a new Fiscal Year (21-22) it's the Building Department staff interest to maintain a status of excellence with the interaction with our external and internal customers. In addition, we are generating additional outreach opportunities for residents and business owners in the topic of permits navigation and the building codes interaction and understanding. Further, we are preparing the 2022 Flood Outreach, to inform the town property owners with the importance of their properties flood protection, with the intent to minimize and flood losses; while increasing our presence in the Community Rating System (CRS).

By the Numbers:



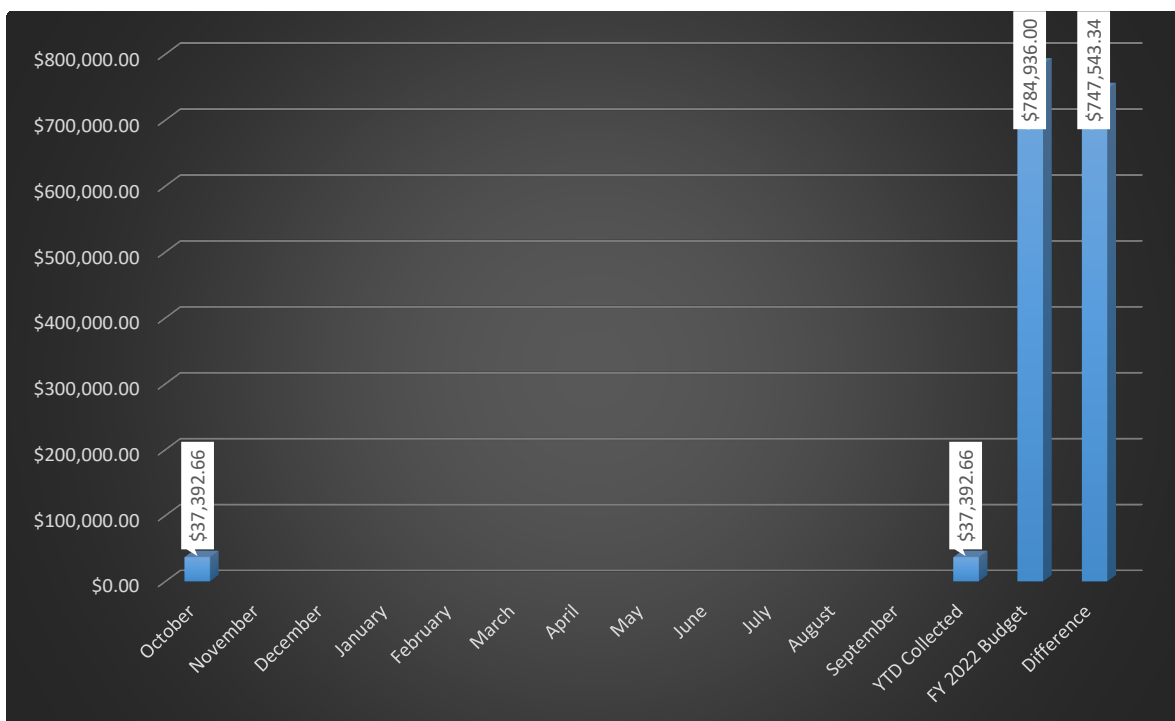
As noted above, during this reporting period the number of permits issued, closed and double permits were increased, and the Inspections and counter interaction were decreased. Further as per the Commercial/Residential relationship, we can observe that the residential permits were increased; while for the commercial numbers were decreased.

Further, disciplines inspections were as follows:

Structural = 131, Mechanical = 55, Electrical = 37 and Plumbing = 48 for a total of 271 Inspections.

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) started the fiscal year collecting \$37,392.66, see chart below for trend graphical information:



Large Construction Projects Summary:

	Not Started	In Progress	No Action	Completed
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Status / Commissioner District	Project	Description	Notes
Seneca Town Center			
1	Building 1	Warehouse Building	Building is Partially occupied.

1	Unit 300	Tenant Improvement	Currently under the inspections and additional applications for permit process.
1	Unit 400	Tenant Improvement	Currently under the inspections and additional applications for permit process.
1	Building 2	Building Shell (Structure)	Submitted for Plans Review for first cycle and waiting for resubmittal after comments were rendered.
1	Building 3	Building Shell (Structure)	Submitted for Plans Review for first cycle and waiting for resubmittal after comments were rendered.
1	Building 5	Building Shell (Structure)	Submitted for Plans Review for first cycle and waiting for resubmittal after comments were rendered.
Other projects at different areas within the Town			
1	Coca-Cola 3262 Pembroke Road	Various Improvements	Currently under the inspections and additional applications for permit process.
1	Amazon 2301 SW 34 Avenue	Warehouse / Distribution	Currently, under a Temporary Certificate of Occupancy (TCO) for 90 days.
4	Pembroke Plaza 4250 W HBB	Shopping Center Building	Permit issued, Construction under inspections process.
4	Duplex 5500 SW 32 Court	Newest Duplex Residential Building	Permit issued, Construction under inspections process.
4	O'Reilly's 4700 W HBB	Auto part store	Submitted for Plans Review for "Pre-Plan" cycle and waiting for resubmittal after comments were rendered.
4	Car Wash 3301 W HBB	Automatic Car Wash Building	Submitted for Plans Review for "Pre-Plan" cycle and waiting for resubmittal after comments were rendered.

Additional Comments:

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



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Building Department FY 20-21 Double Permit Fee Breakdown

Introduction:

Pursuant the Town Commission request, we are hereby providing the FY 20-21 Double Permit Fee Breakdown, and its associated revenue, as follows:

The Double Permit Fee is required as per the Florida Building Code, Broward County Administrative Provisions (FBC-BCAP) §109.4.

	Bldg	\$	Mech	\$	Elect	\$	Plbg	\$			# Permits	Subtotal
OCTOBER	5	\$1,464.98	1	\$75.00	5	395	2	\$154.00			13	\$2,088.98
COMMERCIAL	0	0	0	0	0	0	0	0	0	0		
RESIDENTIAL	5	\$1,464.92	1	\$75	5	\$395.00	2	\$154.00	\$2,088.98	13		
NOVEMBER	1	\$75.00	0	\$0.00	0	0	0	\$0.00			1	\$75.00
COMMERCIAL	0	0	0	0	0	0	0	0	0	0		
RESIDENTIAL	1	\$75.00	0	\$0	0	\$0.00	0	\$0.00	\$75.00	1		
DECEMBER												
COMMERCIAL	2	\$150.00	0	0	1	\$175.00	0		\$325.00	3	6	\$550.00

RESIDENTIAL	2	\$150.00	0	\$0	0	\$0.00	1	\$75.00	\$225.00	3		
JANUARY												
COMMERCIAL	0	0	0	0	0	0	0	0	0	0	6	\$498.00
RESIDENTIAL	4	\$345.00	0	\$0	1	\$75.00	1	\$78.00	\$498.00	6		
FEBRUARY												
COMMERCIAL	3	\$357.82	0	0	2	\$150	1	\$75	\$582.82	6	13	\$1,668.07
RESIDENTIAL	2	\$575.25	2	\$150	2	\$225.00	1	\$135.00	\$1,085.25	7		
MARCH												
COMMERCIAL	2	\$242	0	0	2	\$243.50	2	\$864	\$1,349.50	6	8	\$1,499.50
RESIDENTIAL	1	\$75.00	0	\$0	0	\$0.00	1	\$75.00	\$150.00	2		
APRIL												
COMMERCIAL	0	0	0	0	1	\$103	0	0	\$103	1	14	\$1,019.50
RESIDENTIAL	7	\$450.00	4	\$300	1	\$91.50	1	\$75.00	\$916.50	13		
MAY												
COMMERCIAL	5	\$1,225.24	0	0	3	\$233	0	0	\$1,458.24	8	33	\$3,183.24
RESIDENTIAL	9	\$600.00	14	\$975	1	\$75.00	1	\$75.00	\$1,725.00	25		
JUNE												
COMMERCIAL	5	\$1,261	3	\$525	5	\$521	4	\$418	\$2,725	17	29	\$3,715.00
RESIDENTIAL	6	\$540.00	5	\$375	1	\$75.00	0	\$0.00	\$990.00	12		
JULY												

COMMERCIAL	6	\$1,122.60	1	\$301	2	\$290	4	\$586.80	\$2,300.40	13	36	\$4,062.42
RESIDENTIAL	9	\$712.02	9	\$675	3	\$225.00	2	\$150.00	\$1,762.02	23		
AUGUST												
COMMERCIAL	5	\$1,000.04	0	0	2	\$217	2	\$227	\$1,444.04	9	20	\$2,203.19
RESIDENTIAL	6	\$459.15	4	\$300	0	\$0.00	1	\$75.00	\$759.15	11		
SEPTEMBER												
COMMERCIAL	2	\$150	1	\$167.36	1	\$103	0	0	\$420.36	4	11	\$1,219.11
RESIDENTIAL	3	\$431.25	2	\$150	1	\$120.00	1	\$97.50	\$798.75	7		
							TOTAL NUMBERS				190	\$21,857.01

AGENDA ITEM REPORT



To: TM and Commission
Subject: Town of Pembroke Park "Amnesty Program"
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

TBD

ATTACHMENTS:

[21-012](#)

[TOPP Amnesty Program](#)



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

MEMORANDUM NO.: 21-012

DATE: November 18, 2021
TO: Town Commission
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **TOWN OF PEMBROKE PARK AMNESTY PROGRAM**

At this time, I would like to present to you the attached "Town of Pembroke Park Amnesty Program". This program will assist the resident/occupied property owner with the building and code violations.

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-012.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-012.docx)



Amnesty Program



Town of Pembroke Park Amnesty Program

Program Effective Period

Program is effective between January 01, 2022, and December 31, 2022.

Why program is needed.

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for property owners to legalize work performed without permits and gain compliance with current codes. Property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Who can apply?

Only residing owners (not corporations or rentals) of property for one- and two-family residences, fee simple townhomes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

Conditions

Once applied for the amnesty program, the applicant will have three months to apply for all the required building permit(s).

What is the process?

1. Hire an architect or engineer to prepare permit documents (as per program).
2. Apply for a building permit(s)
3. Communicate with Code Compliance Division about an existing code case (if applicable)
4. Process the permit application through the applicable disciplines.
5. Apply for zoning variances, if needed
6. Obtain the approved permit
7. Enter construction and/or inspection phase.
8. Obtain final inspections to close permit.
9. Settle code case with Code Compliance Division (if applicable)

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees
Code fines are stayed upon permit application.
Bring work into compliance with current building and zoning codes.

Q&A

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the residing owner of a one- or two-family residence, fee simple townhome, mobile home and condominium dwelling units property for your use and occupancy.

Q: How long will I have to process my permit application?

A: Three months from Amnesty Program application to apply the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within the amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the standard mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Contact information

Additional information can be obtained from the Town's website at www.tppfl.gov or by calling the Department at 954-966-4600.

Town Hall location and Department

The Building Division is located at the Town Hall Complex at 3150 SW 52nd Avenue, Pembroke Park, FL 33023. The Division's permit application hours are Monday through Friday between 7:30 a.m. to 4:00 p.m.

Amnesty Info Letter



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

December 15, 2021

Town of Pembroke Park Residents

RE: Building Permit Amnesty Program

Dear Resident:

On _____, the Town Commission adopted a resolution providing a window of opportunity for those residential properties that had work performed without permits. The program accepts work not previously permitted and provides a resolution to ongoing Special Magistrate Code Compliance Cases. The Amnesty Program provides several benefits, including the reduction of building permit penalties and fines.

Qualified residents have between January 01, 2022, and December 31, 2022, to apply for this program and three months to apply for a building permit to take advantage of the Amnesty Program benefits.

The Amnesty Program is available to property owners (Residents only, not corporations or rental units) of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units. Upon application for permit the applicant is given three months to secure the required permit.

An informational brochure is available upon request and at the Town's website www.tppfl.gov, which explains the benefits and conditions of the program. Further information is available by calling the Building Department at 954-966-4600.

Best regards,

Miguel Nunez, MPA, CBO, CFM
Building Official

O. 954-966-4600
F. 954-966-5310
E. mnunez@tppfl.gov

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/amnesty/amnesty form letter.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/amnesty/amnesty%20form%20letter.docx)

Amnesty Application



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

BUILDING CODE AMNESTY PROGRAM APPLICATION

Property Owners Name:	Date of Application:
	Code Case Number:
Property Address:	Folio Number:
Mailing Address of Owner:	
Telephone /Contact Number of Owner:	
Email of the Owner:	
Please submit the following documents to verify property residency (all must show the applicant information) ☐ Copy of Warranty Deed, Quit Claim Deed and or Tax Bill ☐ Driver's License or ID ☐ Utility Bill	
Sworn Statement: Are you or will you be renting/lease or sell the property within one year? ☐ Yes ☐ No	
Attach a copy of Civil Violation Notices and Total Amounts Currently Due:	

Signature of Property Owner

Date

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____ by:



(NOTARY'S SIGNATURE)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

Amnesty Guidelines



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective January 01, 2022 – December 31, 2022

The purpose of the Amnesty Program is to give the residing property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any/all Code Compliance running fines on existing code cases upon permit application. (The fines will resume if the permit application or issued permit is allowed to expire and there is no further activity to remedy the violation.)
3. Suspend the process of Code Compliance case if one has been initiated.
4. If no Code Compliance case has been initiated, the establishment of one would be postponed.
5. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

1. Effective period: one year from resolution adoption to apply for permit, and variance (if necessary).
2. Program only applies to residing owners (not corporations or rental units) to single family, duplex, mobile homes, condominium dwelling units (excluding common areas) and townhomes and accessory structures thereto.
3. Comply with the latest edition of the Florida Building Code. (There are no grandfathering provisions as there is no statute of limitations on work performed without permits, but the original legally existing structure can use the provisions of the Existing Building Code volume when considering the new work.), and the town zoning codes.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer.

Amnesty Workflow

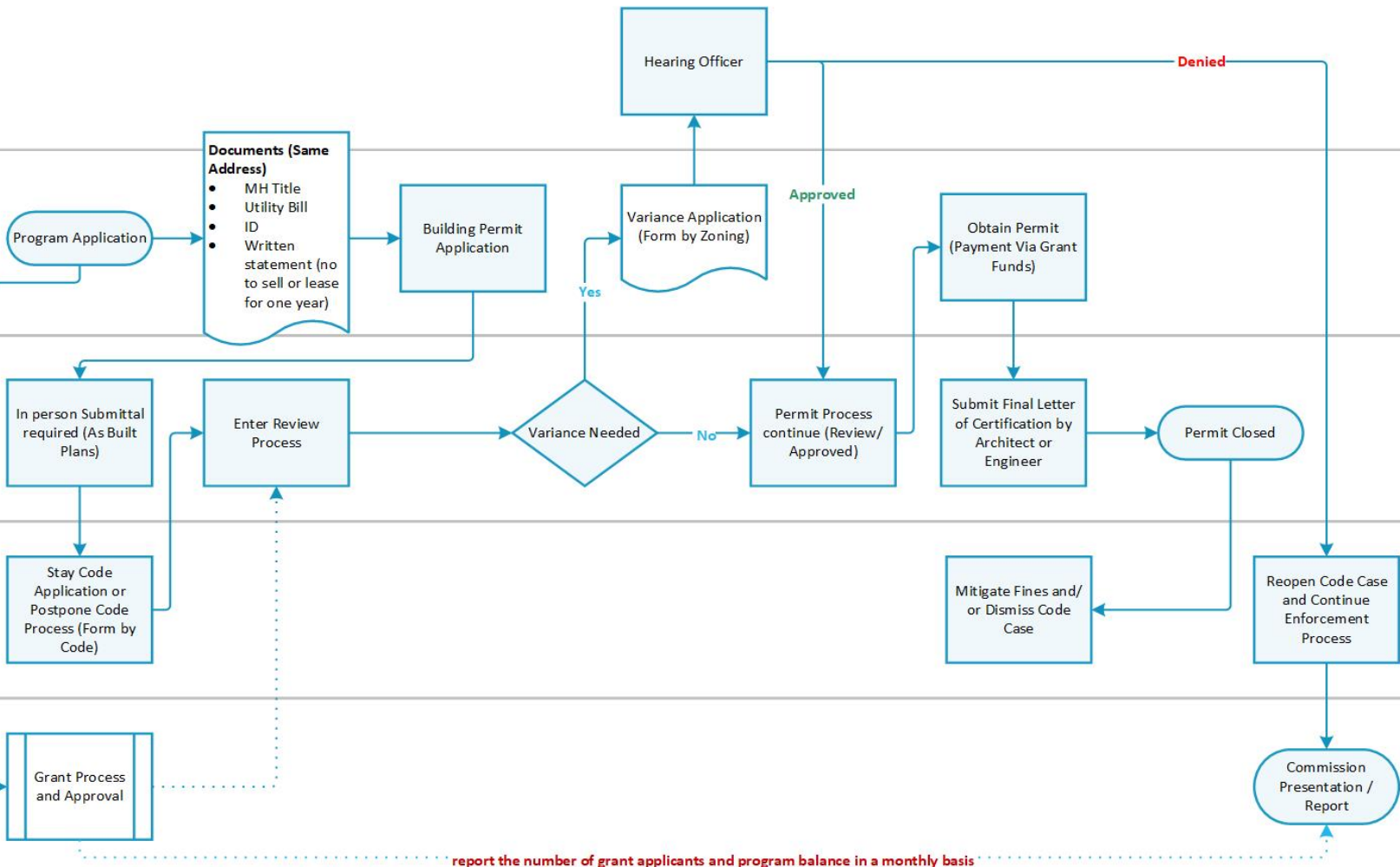
Building / Code Amnesty Program Flowchart

Planning and Zoning
Application

Building

Code Enforcement

Town Grant



Amnesty Brochure

What you need to know!

Who can apply?

Only resident owners of property for one and two family residences, fee simple town-homes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

When can I apply?

Between January 01, 2022 and December 31, 2022

What is the process?

1. Hire an architect or engineer to prepare permit documents
2. Apply for a building permit
3. Communicate with Code Compliance Division about an existing code case
4. Apply for zoning variances, if needed
5. Obtain permit
6. Enter construction and/or inspection phase
7. Obtain final inspection to close permit
8. Settle code case with Code Compliance Division, if applicable

Benefits

- ◆ Usual permit penalties and fines are reduced, pay only town commission adopted permit fees
- ◆ Code fines are stayed and code case suspended upon permit application
- ◆ Bring work into compliance with current building and zoning codes

Geoffrey Jacobs

Mayor

Reynold Dieuville

Vice Mayor

William Hodgkins

Clerk-Commissioner

Juan Carlos (JC) Jimenez

Town Manager



Pembroke Park City Hall

3150 SW 52nd Avenue

Office Hours: 8:00 a.m. to 4:00 p.m. M-F

Phone: 954-966-4600

Building Division Extension 247

Planning & Zoning Extension 401

Code Compliance Extension 215

Building Permit Amnesty Program Guidelines



Building Department

Effective January 01, 2022 to December 31, 2022



WWW.TPPFL.GOV

About the Program

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to



legalize work performed without permits and gain compliance with current codes.

Property owners of one and two family residences, townhomes, mobile homes and condominium dwelling units have access to participate and

take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Questions and Answers

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.

Q: How long will I have to process my permit application?

A: Three months after the Amnesty application to apply for the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Amnesty Press Release



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM PRESS RELEASE

What:

The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist residing property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.

When:

Eligible residing property owners can apply starting January 01, 2022, but the program will end December 31, 2022

Where:

The Building Division is located at Town Hall Complex, 3150 SW 52nd Avenue, Pembroke Park, FL 33023 with office hours between 7:30 am to 4:00 pm Monday through Friday. For additional information please visit our website at www.tppfl.gov or call 954-966-4600.

Amnesty Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit "A", to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and

its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year.

SECTION 3: Effective Date. This Resolution shall be effective January 01, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
MAYOR

SPONSORED BY: TOWN ADMINISTRATION

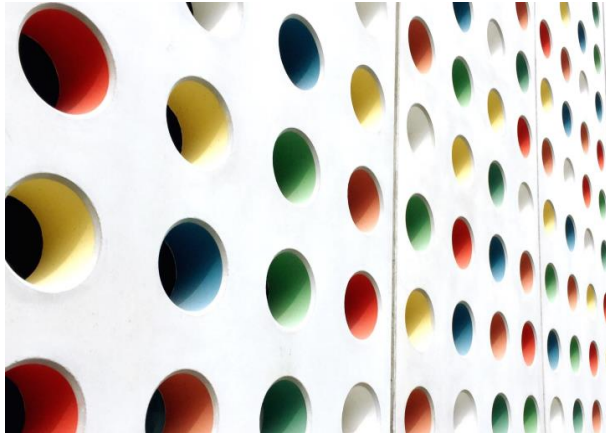
ATTEST:

MARLEN MARTELL
TOWN CLERK

Approved as to legal sufficiency and form.

MELISSA ANDERSON
TOWN ATTORNEY

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

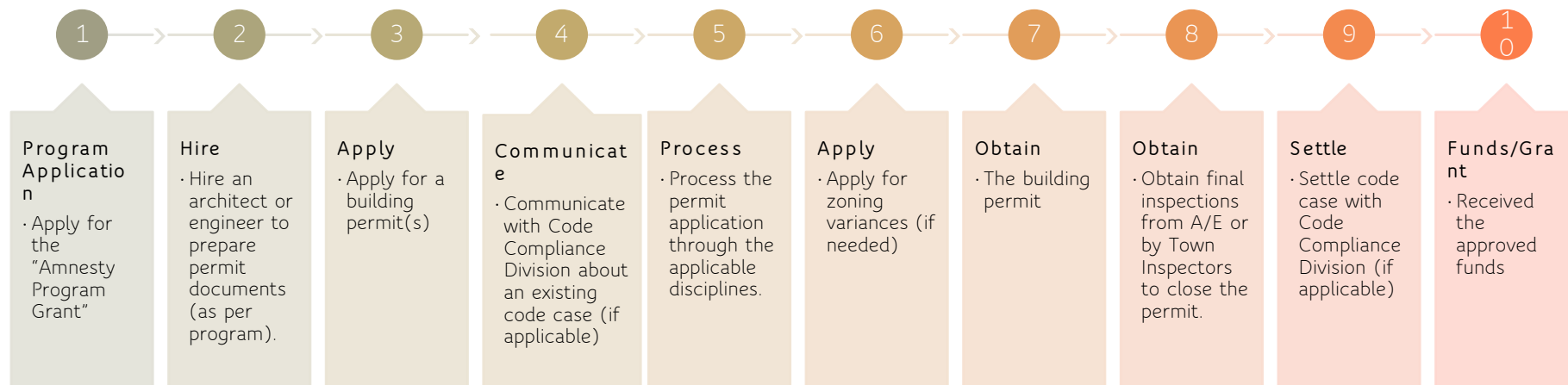


Bring work into compliance with current building and zoning codes.

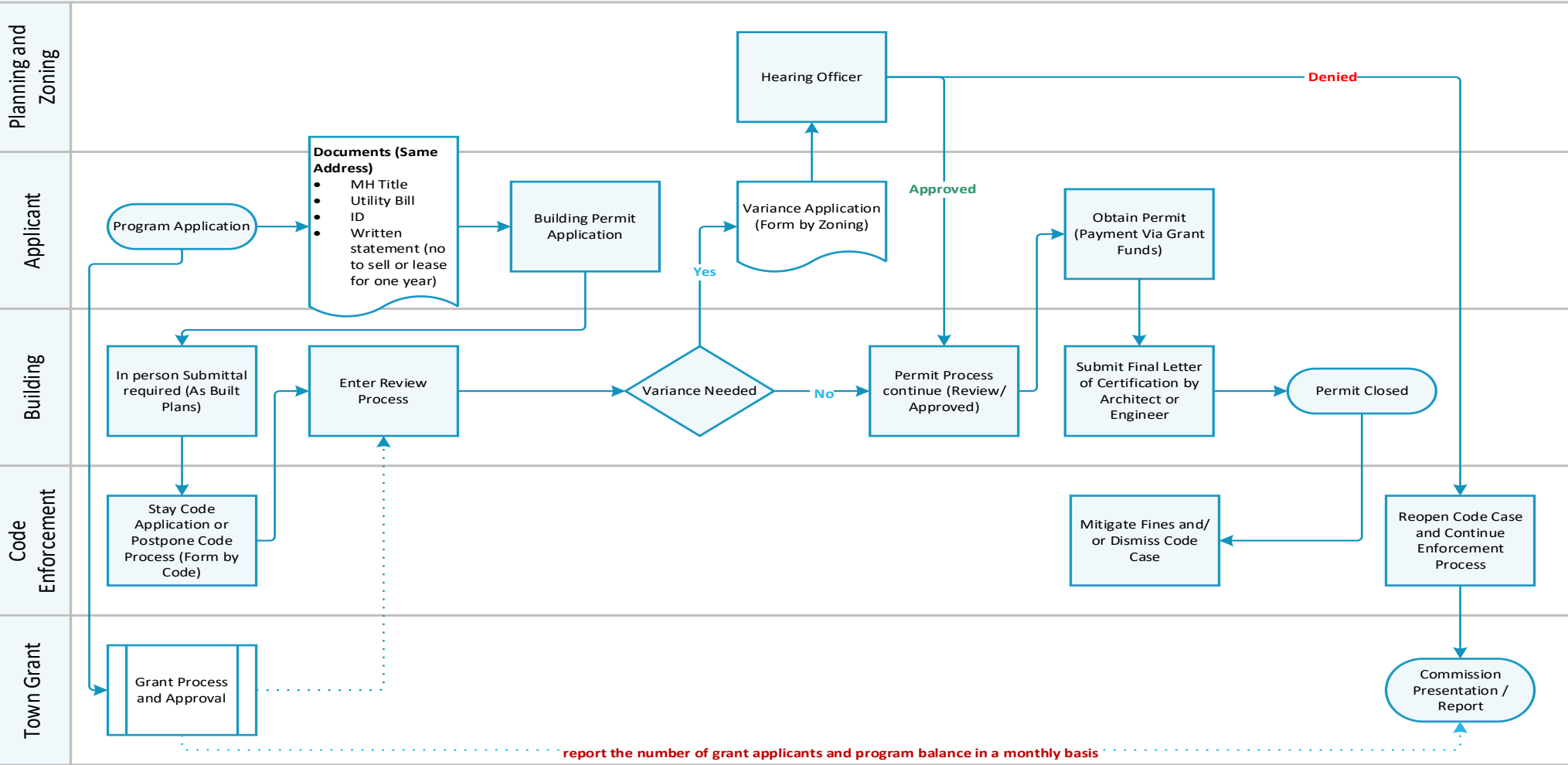


Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/ 2022 to Dec31/ 2022)*



Building / Code Amnesty Program Flowchart



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - lmanzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

AGENDA ITEM REPORT



To:

Subject: Code Enforcement Dept. Report for Oct 2021

Meeting: AGENDA - WORKSHOP COMMISSION MEETING - November 23, 2021

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Enforcement Dept. Report - Oct 2021](#)

[Code Enforcement Month Report - Oct 2021](#)



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5468	10/1/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5468	10/1/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6299	10/1/2021	1812 SW 31 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Regular Mail
6362	10/1/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 720	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	T. Malcolm	Hand
5514	10/4/2021	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Affidavit of Compliance	J. Ramirez	Regular Mail
4900	10/4/2021	1960 SW 30 AVE, PEMBROKE PARK, FL 33009 #1960 B SW 30 Ave - Cabinets to Go	Sec. 28-346 (c)(3), (c)(4), (f) - Portable storage units Sec. 28-346 (f) Sec. 21-19. - Prohibited signs.	Affidavit of Non-Compliance	J. Louis	
5459	10/4/2021	3830 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Affidavit of Compliance	J. Ramirez	Regular Mail
6301	10/5/2021	2150 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6302	10/5/2021	5525 SW 41 ST, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6303	10/5/2021	3153 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6306	10/5/2021	3121 SW 21 ST, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6307	10/5/2021	2701 BRYAN RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6308	10/5/2021	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6309	10/5/2021	2530 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6310	10/5/2021	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6168	10/5/2021	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6289	10/5/2021	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6297	10/5/2021	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6298	10/5/2021	2099 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6311	10/5/2021	2517 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6382	10/6/2021	3101 W HALLANDALE BEACH	Sec. 15-375 . Permit Required (b)	Notice of Violation	J. Ramirez	Regular Mail
6383	10/6/2021	SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Notice of Violation	J. Ramirez	Hand
6399	10/6/2021	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4420 W Hallandale Beach Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Ramirez	Regular Mail
6384	10/7/2021	1751 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6384	10/7/2021	1751 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6386	10/7/2021	2565 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6386	10/7/2021	2565 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6388	10/7/2021	2589 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6388	10/7/2021	2589 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6390	10/7/2021	2549 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6390	10/7/2021	2549 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6392	10/7/2021	1960 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6392	10/7/2021	1960 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6394	10/7/2021	2000 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6394	10/7/2021	2000 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6396	10/7/2021	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6396	10/7/2021	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Affidavit of Service/Posted
6402	10/8/2021	3120 SW 19 ST, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6402	10/8/2021	3120 SW 19 ST, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Affidavit of Service/Posted
6404	10/8/2021	2727 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6404	10/8/2021	2727 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6406	10/8/2021	2517 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6406	10/8/2021	2517 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6408	10/8/2021	2501 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6408	10/8/2021	2501 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6410	10/8/2021	5301 SW 25 CT, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Violation	M. Nunez	Hand
6410	10/8/2021	5301 SW 25 CT, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Affidavit of Service/Posted



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5652	10/8/2021	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Advance Auto Parts/Elegant Beauty	Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec 5-103. - Exterior maintenance of structures and premises (a)(i)(h)(k)(m) Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-304 - Surface of parking area Sec. 21-21. (7) - Temporary signs Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5437	10/8/2021	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5553	10/12/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #1010	Sec. 12-48. - Outdoor storage prohibited Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 5-87. - Permit required Sec 5-105. - Repairs and installations	Affidavit of Compliance	T. Malcolm	Regular Mail



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
4931	10/12/2021	3080 PEMBROKE RD, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-1. - Address numbers on nonresidential buildings and portions thereof Sec. 28-346 (c)(1) - Portable storage units	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6186	10/12/2021	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-207. - Graffiti Enforcement	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4423	10/13/2021	2520 SW 30 AVE, PEMBROKE PARK, FL 33009 #Lifekee/EyeRide -	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Louis	
4459	10/13/2021	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Louis	
5675	10/13/2021	5411 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	T. Malcolm	Regular Mail
5813	10/14/2021	121 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 178	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	T. Malcolm	Regular Mail
6426	10/14/2021	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec. 28-215. - Restricted area of use Sec. 12-48. - Outdoor storage prohibited Sec. 12-41. - Accumulations deemed public nuisance Sec. 22-85(a). - Obstructions of public rights-of-way.	Notice of Violation	J. Ramirez	Certified Mail
6426	10/15/2021	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec. 28-215. - Restricted area of use Sec. 12-48. - Outdoor storage prohibited Sec. 12-41. - Accumulations deemed public nuisance Sec. 22-85(a). - Obstructions of public rights-of-way.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6428	10/15/2021	4800 SW 36 CT, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	T. Malcolm	Regular Mail
5656	10/15/2021	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	T. Malcolm	Hand
6429	10/18/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #903	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	T. Malcolm	Regular Mail
6430	10/18/2021	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #335	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c)(h)(j). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	T. Malcolm	Regular Mail
6301	10/19/2021	2150 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Certified Mail
6289	10/20/2021	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Regular Mail
6298	10/20/2021	2099 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Regular Mail
6165	10/20/2021	2050 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Regular Mail
5468	10/20/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Affidavit of Compliance	J. Ramirez	
6311	10/20/2021	2517 S PARK LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Regular Mail
5276	10/20/2021	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Final Order	J. Ramirez	Certified Mail
6109	10/20/2021	3401 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a)(g)(i)	Final Order	J. Ramirez	Certified Mail Hand



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6130	10/20/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #903	Sec 5-103(h)(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 28-260 (8) - Prohibited uses	Final Order	T. Malcolm	
6178	10/20/2021	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec. 13-2. - Storage of abandoned property in the open prohibited Sec 5-103(h)(i)(j)(c). - Exterior maintenance of structures and premises	Final Order	T. Malcolm	
6155	10/20/2021	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec 5-103 (a)(e)(g)(h)(i)(j)(m)o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	T. Malcolm	
6147	10/20/2021	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(c)(e)(h)(j). - Exterior maintenance of structures and premises	Final Order	T. Malcolm	
6126	10/20/2021	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec 5-103(m). - Exterior maintenance of structures and premises	Final Order	T. Malcolm	
6123	10/20/2021	4900 SW 36 CT, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Final Order	T. Malcolm	



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6065	10/20/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 11-43 (d) - Frequency and preparation generally Sec. 21-19. - Prohibited signs. Sec 5-103 (a)(c)(h)(i)(j)(k)(m). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance	Final Order	T. Malcolm	
6063	10/20/2021	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #212 LONE PINE LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	T. Malcolm	
5710	10/20/2021	2421 SW 25 ST, PEMBROKE PARK, FL 33009 #2412 Cheri Ln	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Final Order	T. Malcolm	
5680	10/20/2021	SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(b)(g)(i)(j)(l) - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Final Order	T. Malcolm	
979	10/21/2021	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 21-19. - Prohibited signs. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Affidavit of Compliance	J. Louis	



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4657	10/21/2021	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (f)(i)(j)(l)(h)	Affidavit of Compliance	J. Louis	
5337	10/21/2021	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a)(o) Sec 5-105. - Repairs and installations Sec. 28-301 (a)(8) - Minimum requirements Sec. 28-307 (a) - Marking of spaces Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5337	10/21/2021	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) (o) Sec 5-105. - Repairs and installations Sec. 28-301 (a)(8) - Minimum requirements Sec. 28-307 (a) - Marking of spaces Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5436	10/21/2021	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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5436	10/21/2021	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
6457	10/21/2021	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
5202	10/21/2021	4803 SW 41 ST, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(a)(b)(g)(h)(i) Sec 5-207. - Graffiti Enforcement	Final Order	J. Ramirez	Certified Mail Hand
5279	10/21/2021	5403 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations	Final Order	J. Ramirez	Certified Mail Hand
5316	10/21/2021	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #108 Lone Pine Drive	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Final Order	J. Ramirez	Certified Mail Hand
6066	10/21/2021	4803 SW 41 ST, PEMBROKE PARK, FL 33009 #Building 4009 # 104	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	T. Malcolm	Certified Mail
6001	10/21/2021	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #306	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Amended Final Order	T. Malcolm	Certified Mail



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5709	10/21/2021	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(i)(j)(k)(l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-332. - Commercial zoned areas. Sec. 28-335. - Miscellaneous design standards.	Amended Final Order	T. Malcolm	Certified Mail
5705	10/21/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #423	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Amended Final Order	T. Malcolm	Certified Mail
6240	10/21/2021	SW 52 AVE, PEMBROKE PARK, FL 33023 #Holly Tree Patio Villas	Sec 5-103. - Exterior maintenance of structures and premises (a)(b) Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior	Final Order	J. Ramirez	Certified Mail Hand
5833	10/21/2021	427 MARINE DR, PEMBROKE PARK, FL 33009 381	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	T. Malcolm	Certified Mail
5304	10/21/2021	3407 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a)(b) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Final Order	J. Ramirez	Certified Mail Hand
6310	10/21/2021	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail



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6309	10/21/2021	2530 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail Hand
6308	10/21/2021	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail
6307	10/21/2021	2701 BRYAN RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail Hand
6306	10/21/2021	3121 SW 21 ST, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail Hand
6303	10/21/2021	3153 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail
6302	10/21/2021	5525 SW 41 ST, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail Hand
6297	10/21/2021	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail
6168	10/21/2021	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail
6159	10/21/2021	2300 S PARK RD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail Hand
6158	10/21/2021	2250 SW 30 AVE, PEMBROKE PARK, FL 33021	110.15 Building Safety Inspection Program	Final Order	M. Nunez	Certified Mail
5676	10/21/2021	5409 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	T. Malcolm	
5676	10/21/2021	5409 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Abate Order	T. Malcolm	Certified Mail
5677	10/22/2021	5407 SW 41 ST, PEMBROKE PARK, FL 33023	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5927	10/22/2021	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted



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6018	10/22/2021	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3114 SW 24 ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property
6019	10/22/2021	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3140 W HALLANDALE BEACH	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property
5635	10/22/2021	5443 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5641	10/22/2021	5439 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5644	10/22/2021	5433 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (j)(h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5614	10/22/2021	138 W LAKE SHORE DR, PEMBROKE PARK, FL 33009 257	Sec 5-105. - Repairs and installations Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property
5623	10/22/2021	5455 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5629	10/22/2021	5453 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail



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6288	10/22/2021	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(b)(c)(e)(h)(i)(j)(l)(m)(n)(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 28-330 - Minimum standards for fences, walls and hedges Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
6164	10/25/2021	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(c)(e)(h)(i)(j)(l)(m)(n)(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec. 5-104. - Determination of need for correction Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 21-21 (1) - Temporary signs	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
6463	10/25/2021	3192 W HALLANDALE BEACH	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Regular Mail



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5630	10/25/2021	5451 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5270	10/25/2021	5311 SW 25 CT, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 15-17. - Business Tax Receipt Required. Sec 5-103. - Exterior maintenance of structures and premises (a)	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5186	10/25/2021	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Pembroke Park Lakes	Sec 5-103. - Exterior maintenance of structures and premises (c) Sec. 21-23 (a) - Permit	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
4447	10/25/2021	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted
6085	10/25/2021	159 MARINE CIR, PEMBROKE PARK, FL 33009 593	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property
5699	10/25/2021	1820 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103(a)(c)(j)(n). - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5840	10/25/2021	5100 SW 41 ST, PEMBROKE PARK, FL 33023 219	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail



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5905	10/25/2021	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3300 PEMBROKE RD LOT 334	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	T. Malcolm	Hand
6313	10/25/2021	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #84	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property
5717	10/26/2021	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 #1	Sec 5-103. - Exterior maintenance of structures and premises (c)(i)(j)(h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	T. Malcolm	Affidavit of Service/Posted to Property Certified Mail
5943	10/26/2021	2840 S PARK RD, PEMBROKE PARK, FL 33009 #2840-2886 S PARK ROAD, PEMBROKE PARK FL 33009	Sec 5-103 (a)(o). - Exterior maintenance of structures and premises Sec. 28-307 (a) - Marking of spaces Sec 5-103(k). - Exterior maintenance of structures and	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5468	10/26/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Affidavit of Compliance	J. Ramirez	Regular Mail
5468	10/26/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Supplemental Order/Claim of Lien	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5468	10/26/2021	3475 SW 52 AVE, PEMBROKE PARK, FL 33023 38	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Abate Order	J. Ramirez	
5074	10/27/2021	3184 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Affidavit of Service/Posted
5074	10/27/2021	3184 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	110.15 Building Safety Inspection Program	Notice of Formal Hearing	M. Nunez	Affidavit of Service/Posted



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5325	10/27/2021	3400 SW 20 ST, PEMBROKE PARK, FL 33023 #IRBA LLC	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5293	10/27/2021	3301 SW 56 AVE, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(h) Sec. 28-313. - Parking or storage of watercraft, watercraft trailers, and golf carts.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6060	10/27/2021	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
6110	10/27/2021	4000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
6480	10/28/2021	3129 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3109 W Hallandale Beach Blvd	Sec 5-103 (a)(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
6481	10/28/2021	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage	Notice of Violation	J. Ramirez	Regular Mail
6483	10/29/2021	4008 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103(h)(i). - Exterior maintenance of structures and premises	Courtesy Notice	J. Ramirez	Regular Mail
6484	10/29/2021	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 11-43 (d) - Frequency and preparation generally Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Ramirez	Regular Mail
6485	10/29/2021	3700 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103(h)(i). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail



Code Enforcement Department Report

From 10/1/2021 to 10/31/2021

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

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5423	10/29/2021	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2649 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b)	Affidavit of Compliance	J. Ramirez	Regular Mail
5143	10/29/2021	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 1-5	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec 5-103. - Exterior maintenance of structures and premises (c)	Final Order	J. Ramirez	Certified Mail

<u>Summary</u>	
Abate Order	2
Affidavit of Compliance	18
Affidavit of Non-Compliance	3
Amended Final Order	3
Courtesy Notice	1
Final Order	31
Notice of Formal Hearing	64
Notice of Violation	26
Supplemental Order/Claim of	2
Total	150

Code Enforcement Department Monthly Report October 2021

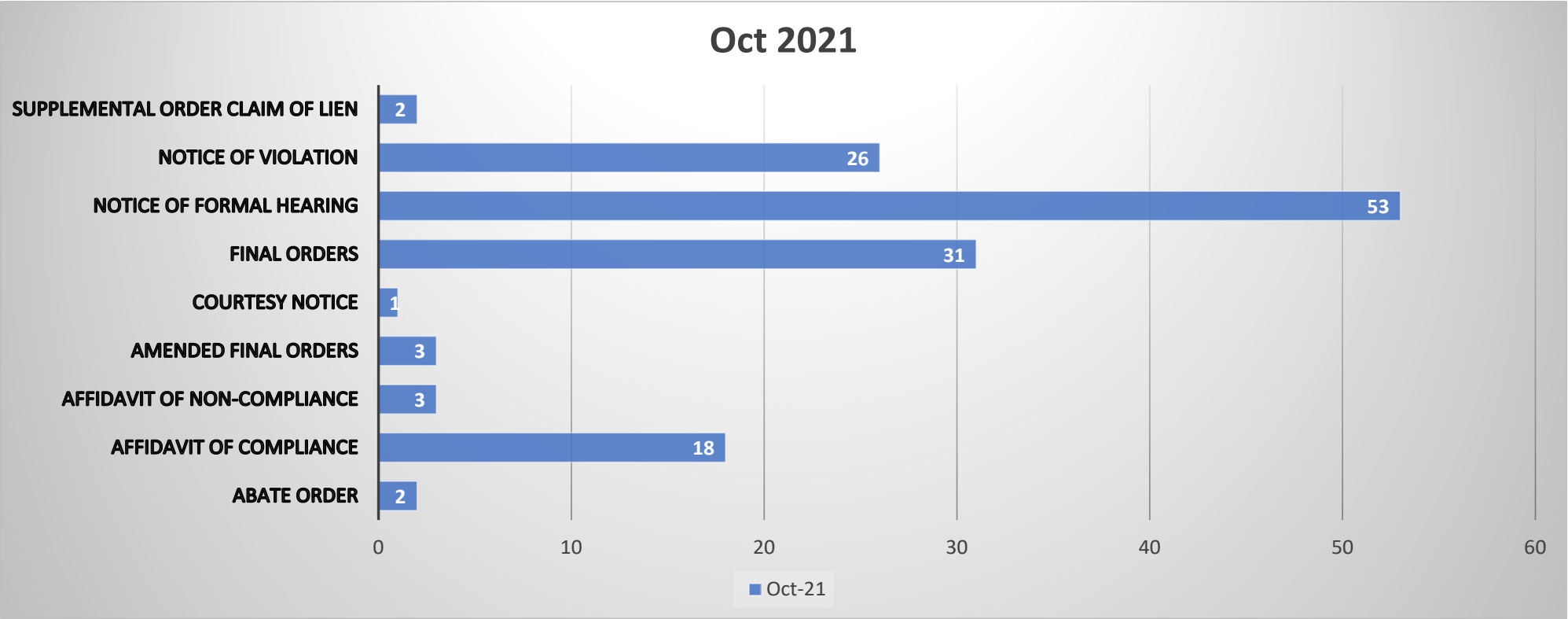
Page 20 of 32



**Chief Code Enforcement Officer
Joseline Ramirez**

Summary of Detail Report

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Special Magistrate Past & Upcoming Dates

- October 20, 2021 - Completed
- November 17, 2021 - Completed
- December – No hearing



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Updates

Page 23 of 32

- Graffiti removal on SW 30th AVE
- GIS System for Code Enforcement
- Working with Town Attorney with Citation process
- Town Corridor Assessments
- Hiring new Code Enforcement Officer

B E F O R E



3192 W Hallandale Beach Blvd - Blight

B E F O R E



A F T E R





10/0

B E F O R E

3192 W Hallandale Beach Blvd, F – Prohibited Neon
Window Lights



A F T E R



10/24/2021

B E F O R E

A F T E R



4790 W Hallandale Beach Blvd – Prohibited Donation Box



B E F O R E



A F T E R

3475 SW 52 Ave – Unpermitted Fence

B
E
F
O
R
E



5500 SW 32 COURT – CONSISTENT ILLEGAL DUMPING

A F T E R

09/07/2021 12:07

Questions



AGENDA ITEM REPORT



To:

Subject: Business Tax Receipt and Billing Update

Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[Billing Division Monthly Report - Nov 2021](#)

BILLING AND COLLECTIONS FOR 2020-2021
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

1 of 2

Page 2 of 3

	Billing FOR 2021/22	Amt Collected or Acct Balance	Amount Pending	Status	Complete	
1	ACCT#	REIMBURSABLE EXPENSES	(CREDIT)			7
2	000200SPEX	5311 PARK PROPERTY - SPEC EX @5311 SW 25 CT	\$0.00	\$2,190.00	(\$2,190.00)	BILLING CURRENT - AS OF 10/19/21
3	048537PK	EAST COAST INVEST (Seneca Town Ctr) - PK REDUCTION ADDITION @ 3195 W HALL BCH BLVD	\$0.00	\$2,000.00	(\$2,000.00)	Inactive Acct - Notice sent 5/2021 to closed out account.
4	048503S	CORS-AIR - MINOR SITE @ 2865 SW 30 AVE	\$0.00	\$510.00	(\$510.00)	BILLING CURRENT - AS OF 10/19/21
5	054621S	COCA COLA BEV. FL LLC - SITE @3350 PEMB RD	\$0.00	\$1,707.50	(\$1,707.50)	Inactive Acct - Notice sent 5/2021 to closed out account.
6	112351SM	RACETRAC - SITE MINOR @ 3996 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 10/19/21
7	133040ZV	WE BRONZE WHOLESALE-ZON VAR@2350 SW 30 AVE	\$0.00	\$4,165.00	(\$4,165.00)	BILLING COMPLETE
8	133730S	WHEAT CAPITAL -SITE @ 2801 - 2805 J P LYONS LN	\$0.00	\$1,415.00	(\$1,415.00)	Inactive Acct - Notice sent 5/2021 to closed out account.
9		DEVELOPMENT APPLICATION FEES				Billing 10/01/21-11/16/21
10		BEVERAGE APPLICATION REVIEWS				
11		NONE	\$0.00	\$0.00	\$0.00	
12		OTHER FEES - SPECIAL PERMIT/SPECIAL EXCEPT/VARIANCES				
13	117280PR	SOUTHEAST INVESTMENT, INC (PARKING REDUCTION)	\$1,500.00	\$1,500.00	\$0.00	Billing for Planning Board Review
14		SITE REVIEWS				
15	117280S	SOUTHEAST INVESTMENT, INC	\$4,500.00	\$4,500.00	\$0.00	Billing for Consultant -Traffic Engineer
16	117280S	SOUTHEAST INVESTMENT, INC	\$11,145.00	\$11,145.00	\$0.00	Billing for Planning Board Review
17		ZONING USE LETTERS				
18	222222	2450 S PAARK RD	\$150.00	\$150.00	\$0.00	BILLING COMPLETE 10/27/21
19	222222	3711/3715 SW 52 AVE	\$150.00	\$150.00	\$0.00	BILLING COMPLETE 11/8/21
20	222222	1781 S PARK RD	\$150.00	\$150.00	\$0.00	BILLING COMPLETE 11/12/21
21		TOTAL REIMBURSABLE EXPENSES-LINES 2-31	\$17,595.00	\$29,582.50		
22						
23						
24		ANNUAL RENEWAL BILLING -FISCAL YEAR 2021/2022	Billed	Amt Collected	Pending	OOB/ADJUSTMENTS %
25	OL	BTR	\$131,088.25	\$112,831.65	\$14,079.85	10.7% OUTSTANDING ACCTS \$4,176.75 3.2%
26	CU	CERTIFICATE OF USE	\$29,644.50	\$24,289.50	\$4,305.00	14.5% OUTSTANDING ACCTS \$1,050.00 3.5%
27	SF**	SIGNS-include Billboard Billing	\$60,782.00	\$39,787.00	\$20,875.00	34.3% OUTSTANDING ACCTS \$120.00 0.2%
28	AL	ALARM REGISTRATION	\$3,775.00	\$3,085.00	\$555.00	14.7% OUTSTANDING ACCTS \$135.00 3.6%
29	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$117,675.14	\$103,931.14	\$12,179.00	10.3% OUTSTANDING ACCTS \$1,565.00 1.3%
30		TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 54-58	\$342,964.89	\$283,924.29	\$51,993.85	15.16% OUTSTANDING ACCTS \$7,046.75 2.05%
31				82.79%	ACCTS COLLECTED AS OF 11/16/21	
32						
33		NEW ACCTS - FISCAL YR 2021/2022	Billed	Amt Collected	Projected billing (10% OF BILLING FY 2021)	AMT PENDING
34	LC / OL >6/21	BTR	\$6,108.75	\$5,898.75	\$13,108.83	46.6% Projected Amt Reached \$210.00 *
35	CCU/CU >6/21	CERTIFICATE OF USE	\$787.50	\$735.00	--	\$52.50 *
36	SF	SIGNS	\$90.00	\$0.00	--	\$90.00 *
37	CAL/AL >6/21	ALARM REGISTRATION	\$120.00	\$110.00	\$377.50	31.8% Projected Amt Reached \$10.00 *
38	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$600.00	\$400.00	--	Billing for 10/01/21-11/16/21 \$200.00
39	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$2,000.00	\$1,600.00	--	Billing for 10/01/21-11/16/21 \$400.00
40	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$0.00	\$0.00	--	Billing for 10/01/21-11/16/21 \$0.00
41		TOTAL NEW ACCT BILLING - LINES 64-70	\$9,706.25	\$8,743.75		*Billing/Collection for 6/21/21-11/16/21
42						
43		ASSESSMENT IN LIEU OF PROPERTY TAXES	Billed FY 21/22	Amt Collected	Amt Pending	
44	083950B	KOINONIA	\$47,691.29	\$0.00	\$47,691.29	BILLING CURRENT - MTHLY PAYMENT DUE 11/19/21
45	105800B	PEMBROKE PK CHURCH OF CHRIST	\$15,956.54	\$0.00	\$111,651.37	*Pending= Past Due Bal \$95,706.30 Previous Yrs+ FY2021 billing
46		TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 74-75	\$63,647.83	\$0.00		
47						
48		OTHER COLLECTABLE FEES	Billed FY 21/22	Amt Collected	Amt Pending	
49		BUS BENCHES ADV. - GOLD COAST	\$0.00	\$0.00	\$0.00	BILLED ANNUALLY - NEXT BILLING 12/2021
50	002767	CLEAR CHANNEL (Additional fee for LED Billboard)	\$0.00	\$0.00	\$61.68	BAL DUE AS OF 4/21/21- NEXT BILLING 3/1/2022
51	108306EXS	CORP DONATION - SCARLETT'S/JW LEE	\$2,000.00	\$2,000.00	\$0.00	BILLED MTHLY @ \$1000 - NEXT BILL 12/2021
52		FDOT-LIGHTING MAINTENANCE (FY 2020-2021)	\$23,407.80	\$23,407.80	\$0.00	AMT FOR FY20/21-BILLED ANNUALLY - PAID 10/27/21 X
53		FDOT-LIGHTING MAINTENANCE (FY 2021-2022)	\$0.00	\$0.00	\$0.00	BILLED ANNUALLY - NEXT BILLING 5/2022
54	112403EX	POLO CLUB - EXTENDED HRS LICENSE	\$1,456.00	\$0.00	\$1,456.00	BILLING CURRENT - Past Due as of 10/11/21
55	108306EX	SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	\$0.00	BILLING COMPLETE - NEXT BILLING 9/2022 X

As of 11/16/2021

File Name: BTR - Billing Report for Comm Nov 2021, By: MRG

BILLING AND COLLECTIONS FOR 2020-2021
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

2 of 2

56	118907R	SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$0.00	\$0.00	\$0.00	BILLING ANNUALLY - NEXT BILLING 12/2021	
57		MAC'S TOWING	\$0.00	\$0.00	\$0.00	BILLING PENDING - NEED CONTRACT	
58	FROM DEPTS						
59	PUBLIC WKS	FALSE ALARM BILLING (FA)	\$1,250.00	\$800.00	\$450.00	AS OF 11/16/21	\$0.00 0.0%
60	CODE ENF	PERMANENT RV FEES (RVF)	\$0.00	\$0.00	\$0.00	NEXT BILLING 1/2022 -ESTIMATED BILLING \$1,100	
61	PUBLIC WKS	TEMPORARY SIGN PERMITS (ZF)					
62	089880	MARINETOP SHOP LLC	\$50.00	\$50.00	\$0.00	2505 SW 31 AVE, A	BANNER SIGN X
63	089880	MARINETOP SHOP LLC	\$225.00	\$225.00	\$0.00	2505 SW 31 AVE, A	BANNER SIGN X
64	085301	POINT OF GRACE CHRISTIAN SCHOOL	\$50.00	\$50.00	\$0.00	3610 SW 48 AVE	BANNER SIGN X
65	TOTAL BILLED OTHER COLLECTABLES-LINES 79-99		\$33,438.80	\$31,532.80			

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**Town of Pembroke Park
Bills Over \$1,500
November 23, 2021
Special Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
218857	Brinkley Morgan	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru September 30, 2021	Legal	\$ 22,118.29
69752	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru September 30, 2021	Legal	\$ 33,995.89
Total:				\$56,114.18

Addendums				
2021-0786.10.exp	CAS Governmental Services LLC	Tallahassee Legislative Travel Expenses for Legislative Committee Week (October 10-October 22, 2021)	Legislative	\$ 1,935.72
15053	Florida League of Cities	FDOT Maintenance of Traffic Control Training Intermediate 16 Course	Public Works	\$ 1,875.00
70034	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to Michelle Riley vs. Town of Pembroke Park Thru November 9th 2021	Legal	\$ 1,629.50
00363768	Municode	Copy of the Supplement 38 to the Code of Ordinances	Admin	\$ 3,946.18
20210003211-12	US Legal Support	Deposition Transcript for Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park	Legal	\$ 2,421.63
Total:				\$11,808.03

Purchase Orders				
305602	USA Blue Book	Roto-Float 30' Pipe Mounted Switch with Clamp	Stormwater	\$ 1,624.11
305603	Insight Public Inc.	(10) Additional Adobe Licenses for Town Employees	NonDept	\$ 1,810.90
305604	InUnison Apparel	Gold Plated Badges for Police Department	Police	\$ 2,016.00
305606	Hydra Service Inc	Sulzer ABS Model Submersible Pump (Sole Source)	Sewer	\$ 8,521.20
305613	Pines Ford	Repair for Crane Truck #30 (2 Quotes)	Sewer	\$ 5,571.53
305615	Dude Solutions Inc.	Onsite Training for Asset Essential for Public Svc. Director	Roads	\$ 3,860.00
305616	Megawattage LLC	Replace Transfer Switch on Generator at Lift Station #17	Sewer	\$ 2,765.00
305617	Star Pump & Sprinkler Inc.	Materials for the Irrigation System (4" Rain Bird Pop Ups, 12" Nozzles, Couplings, Pipes, etc.)	Roads	\$ 1,565.00
305618	Applied Concepts Inc.	(2) Stalker Lidar RLR	Police	\$ 4,763.50
Total:				\$32,497.24

Grand Total:	\$100,419.45
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AGENDA ITEM REPORT



To: commission
Subject: FRS - Name change designation
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Currently, FRS doesn't recognize the senior class position of Public Service Director. The Town had previously been reporting the position as Public Works Director.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To change the position title in FRS from Public Works Director to Public Service Director

AGENDA ITEM REPORT



To: commission
Subject: Budget Amendment - FY21
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

FINANCIAL IMPACT:

None

RECOMMENDATION:

Approval of Budget Amendment

Town of Pembroke Park Florida



**Fiscal Year 2021
Budget Amendment
November 23, 2021**

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020 - 2021 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Budget Amendment 2020-2021
GENERAL FUND REVENUES		
Ad Valorem	6,592,457	6,592,457
Local Option Gas Tax	100,000	100,000
Utility Tax	1,211,000	1,211,000
Franchise Fees	874,750	874,750
Licenses & Permits	938,455	938,455
Intergovernmental Revenue	980,324	980,324
State Shared Revenue	556,500	556,500
Charges for Services	364,400	364,400
Fines & Forfeitures	36,000	36,000
Other Revenue	862,005	862,005
Fund Balance Reserves	254,213	254,213
TOTAL GENERAL FUND REVENUES	12,770,104	12,770,104
GENERAL FUND EXPENDITURES BY DEPARTMENT		
Mayor & Commission	434,286	408,836
Administration	1,019,575	1,043,275
Finance	561,052	588,253
Legal	207,500	420,012
Comprehensive Planning	236,000	273,000
Non-Departmental	396,860	550,210
Law Enforcement	3,342,652	3,435,652
Fire Rescue	3,525,607	3,468,607
Building	466,750	472,900
Roads & Streets	456,691	507,091
Code Enforcement	208,569	157,469
Parks & Recreation	508,023	450,023
Capital Outlay	1,065,125	865,736
Capital Projects	341,412	129,040
Debt Service	0	0
Contingency	0	0
Use of Fund Balance Reserve	0	0
TOTAL GENERAL FUND EXPENDITURES	12,770,104	12,770,104
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	6,868,259 54%	6,904,259 54%

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020-2021 BUDGET SUMMARY**

ENTERPRISE FUNDS Description	Adopted Budget 2020-2021	Budget Amendment 2020-2021
Sewer Fund Revenue		
Charges for services	2,810,000	2,810,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	207,929	207,929
Cash Balance Brought Forward	0	0
Total Sewer Fund Revenue	3,017,929	3,017,929
Sewer Fund Expenses		
Financial & Administrative	238,301	224,566
Physical Environment	2,423,962	2,477,698
Capital Projects	140,000	100,000
Debt Service	215,665	215,665
Contingency	0	0
Total Sewer Fund Expenses	3,017,928	3,017,929
DIFFERENCE	0	
Stormwater Fund Revenue		
Charges for services	1,400,000	1,400,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	431,350	431,350
Cash Balance Brought Forward	0	-
Total Stormwater Revenue	1,831,350	1,831,350
Stormwater Fund Expenses		
Financial & Administrative	118,995	121,113
Physical Environment	1,043,018	1,083,259
Capital Projects	400,030	357,671
Contingency	269,307	269,307
Total Stormwater Expenses	1,831,350	1,831,350
DIFFERENCE	0	0
Combined Enterprise Fund Revenue & Expenses		
Enterprise Funds Revenues (Sewer & Stormwater)		
Charges for services	4,210,000	4,210,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	639,279	639,279
Cash Balance Brought Forward	0	-
Total Revenue	4,849,279	4,849,279
Enterprise Funds Expenses (Sewer & Stormwater)		
Financial & Administrative	357,296	345,679
Physical Environment	3,466,980	3,560,957
Capital Projects	540,030	457,671
Debt Service	215,665	215,665
Contingency	269,307	269,307
Total Enterprise Fund Expenses	4,849,278	4,849,279
DIFFERENCE	0	0

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Ad Valorem		
001-000310-311001-01-0000	Ad Valorem Taxes	6,592,457	6,592,457
	Total Ad Valorem	6,592,457	6,592,457
001-000310-312410-00-0000	Local Option Fuel Tax	100,000	100,000
	Total Local Option Fuel Tax	100,000	100,000
	Franchise Fee		
001-000310-323100-00-0000	Electric Franchise Fee	575,000	575,000
001-000310-323400-00-0000	Gas Franchise Fee	7,000	7,000
001-000310-323700-00-0000	Garbage Franchise Fee	275,000	275,000
001-000310-323901-00-0000	Towing Franchise Fee	10,000	10,000
001-000310-323902-00-0000	Bus Stop Shelter Franchise Fee	3,500	3,500
001-000310-323903-00-0000	Bus Stop Benches Franchise Fee	4,250	4,250
	Total Franchise Fee	874,750	874,750
	Utility Tax		
001-000310-314100-00-0000	Electric Utility Tax	790,000	790,000
001-000310-314200-01-0000	Communication Tax	149,000	149,000
001-000310-314300-00-0000	Water Utility Tax	260,000	260,000
001-000310-314400-00-0000	Gas Utility Tax	12,000	12,000
	Total Utility Tax	1,211,000	1,211,000
	Licenses & Permits		
001-000320-316000-00-0000	Business Tax Receipts - Local	127,000	127,000
001-000320-321200-00-0000	Business Tax - County	2,500	2,500
100-000320-322001-00-0000	Building Permits	318,150	318,150
100-000320-322001-01-0000	Building Permit - Reinspection Fee	5,000	5,000
100-000320-322001-02-0000	Building Department - Reinstatement Fee	500	500
100-000320-322001-03-0000	Building Inspection Fee	34,100	34,100
100-000320-322002-00-0000	Electrical Permits	34,715	34,715
100-000320-322002-01-0000	Electrical Permits - Reinspection Fee	500	500
100-000320-322002-03-0000	Electrical Inspection Fee	8,585	8,585
100-000320-322003-00-0000	Mechanical Permits	30,000	30,000
100-000320-322003-01-0000	Mechanical Permit - Reinspection Fee	500	500
100-000320-322003-02-0000	Mechanical Inspection Fee	3,385	3,385
100-000320-322004-00-0000	Plumbing Permits	30,000	30,000

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
100-000320-322004-01-0000	Plumbing Permit Reinspection Fee	760	760
100-000320-322004-02-0000	Plumbing Inspection Fee	2,830	2,830
001-000320-329001-00-0000	Certificate of Use Permits	28,000	28,000
001-000320-329002-00-0000	Building Inspection Fees	2,000	2,000
001-000320-329002-00-0000	Building Reinspection Fee B.T.R.	5,000	5,000
001-000320-329003-00-0000	Fire Inspection Fees - Business Tax	10,000	10,000
001-000320-329003-01-0000	Fire Inspection Fees - Annual Renewals	30,000	30,000
001-000320-329003-04-0000	Fire Inspection Fees - Permits	15,000	15,000
001-000320-329003-05-0000	Fire Reinspection Fee B. T.R.	1,000	1,000
001-000320-329003-06-0000	Fire Reinspection Fee	25,000	25,000
001-000320-329005-00-0000	Sign Fees	58,000	58,000
001-000320-329006-01-0000	Zoning & Variance & Site Plan Fees	30,000	30,000
001-000320-329007-00-0000	Engineering-Planning Services	5,000	5,000
001-000320-329008-00-0000	Alarm Registration Fees	2,900	2,900
001-000320-329009-00-0000	Radon Fees 10% - Restricted for Education	4,000	4,000
100-000320-329014-00-0000	Plan Review	68,680	68,680
100-000320-329015-00-0000	Processing Fee	52,520	52,520
001-000320-329900-00-0000	Other License, Fees, Permits	2,830	2,830
	Total Licenses & Permits	938,455	938,455
	REVENUES AND RESERVES CONTINUED		
001-000330-335120-00-0000	Municipal Revenue Sharing Program	170,000	170,000
001-000330-335140-00-0000	Mobile Home Licenses	6,500	6,500
001-000330-335150-00-0000	Alcoholic Beverage Licenses	5,000	5,000
001-000330-335180-00-0000	Half Cent Sales Tax	375,000	375,000
	Total State Shared Revenue	556,500	556,500
	Intergovernmental Revenue		
001-000330-331203-00-0000	Federal Grant	482,344	482,344
001-000330-334800-00-0000	Other Grants	497,980	497,980
	Total Intergovernmental Revenue	980,324	980,324
	Charges for Services		
100-000340-341903-00-0000	Certificate of Occupancy Fees	5,050	5,050
100-000340-341903-01-0000	Certificate of Completion	34,350	34,350
001-000340-341905-00-0000	Lien Searches	2,500	2,500
001-000340-342601-00-0000	EMS Transport Collections	275,000	275,000
001-000340-347200-02-0000	Park Facility Rental Preserve	3,000	3,000

Town of Pembroke Park
General Fund Revenue
FY2021

General Ledger Code/Description		FY2021	FY2021
		Approved Budget	Budget Amendment
001-000340-349001-06-0000	Reimbursable Charges - Legal Services	10,000	10,000
001-000340-349001-08-0000	Reimbursable Charges Planning Services	25,000	25,000
001-000350-351002-00-0000	Rec. Vehicle Inspection Fee Revenue	2,500	2,500
001-000350-351003-00-0000	False Alarm Fees	7,000	7,000
	Total Charges for Services	364,400	364,400
	Fines & Forfeitures		
001-000350-351001-00-0000	Local Law Enforcement Trust Fund Fines	1,000	1,000
001-000350-351004-00-0000	Code Enforcement Fines	30,000	30,000
001-000350-359001-00-0000	Other Fines and Forfeitures	5,000	5,000
	Total Fines & Forfeitures	36,000	36,000
	Other Revenue		
001-000360-361100-02-0000	Interest - FL. Dept. Admin. LGIP Investments	18,000	18,000
001-000360-361100-03-0000	Interest/Penalties - Ad Valorem Taxes	10,000	10,000
001-000360-361400-00-0000	Penalty and Late Charges	5,000	5,000
001-000360-361500-00-0000	Garbage Collection Fees OES	10,000	10,000
001-000360-363240-00-0000	Impact Fees - Fire	77,505	77,505
001-000360-369001-00-0000	Other Revenue	631,500	631,500
001-000360-369001-01-0000	Other Revenue Building Department	5,000	5,000
001-000360-369900-00-0000	Other Miscellaneous Revenue	105,000	105,000
	Total Other Revenue	862,005	862,005
001-000000-284000-00-0000	Use Of Fund Balance/Unassigned Reserve	317,600	317,600
Total General Fund Revenue		\$12,833,491	\$12,833,491

**Town of Pembroke Park
Mayor & Commission Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510511-110000-00-0000	Salaries	210,000	173,000
	Total Personal Services	210,000	173,000
	Payroll Expenditures		
001-510511-210000-00-0000	FICA Taxes Expense	16,065	16,065
001-510511-230001-00-0000	Group Insurance Health	53,831	38,831
001-510511-220000-00-0000	Employer Contribution - Retirement Fund	81,000	111,000
001-510511-230001-01-0000	Dental/Vision Insurance	9,889	9,889
001-510511-230001-02-0000	Life Insurance(Standard Insur.Co.)	3,673	3,673
001-510511-230001-03-0000	Long Term Care(John Hancock Co.)	10,076	10,076
001-510511-230001-05-0000	Life Insurance(John Hancock VUL)	4,059	4,059
001-510511-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	179,030	194,030
	Operating Expenditures		
001-510511-400001-00-0000	Travel	14,000	14,000
001-510511-410001-00-0000	Cell Phone	6,000	6,000
001-510512-441002-00-0000	Lease Expense - Copy Machine	1,000	1,000
001-510511-450002-00-0000	Insurance - Property & Liability	756	756
001-510511-490006-00-0000	Business Meetings	5,000	5,000
001-510511-490900-00-0000	Misc. Charges	3,000	3,500
001-510511-540001-00-0000	Memberships	4,500	6,000
001-510511-540001-01-0000	Education and Training	1,000	1,000
001-510511-540002-00-0000	Election Services	10,000	4,550
	Total Operating Expenditures	45,256	41,806
Total Personal Services	Total Personal Services	\$ 210,000	\$ 173,000
Total Payroll Expenditures	Total Payroll Expenditures	\$ 179,030	\$ 194,030
Operating Expenditures	Total Operating Expenditures	\$ 45,256	\$ 41,806
Total Mayor & Commission	TOTAL Mayor & Commission	\$ 434,286	\$ 408,836

**Town of Pembroke Park
Administration Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510512-120000-00-0000	Salaries	563,730	588,730
001-510512-140000-00-0000	Overtime	1,500	1,500
	Total Personal Services	565,230	590,230
	Payroll Expenditures		
001-510512-210000-00-0000	FICA Taxes Expense	42,623	44,123
001-510512-220000-00-0000	Employee Retirement Expense	114,053	126,053
001-510512-230001-00-0000	Group Insurance	96,895	96,895
001-510512-230001-01-0000	Dental/Vision Insurance	14,353	14,353
001-510512-230001-02-0000	Life Insurance(Standard Insur.Co.)	7,345	9,845
001-510512-230001-05-0000	Life Insurance(John Hancock VUL)	12,343	12,343
001-510512-240000-00-0000	Workers' Compensation	1,311	1,311
001-510512-250000-00-0000	Unemployment Compensation Expense		
	Total Payroll Expenditures	288,923	304,923
	Operating Expenditures		
001-510512-340006-01-0000	Town Hall Janitorial Services	3,900	3,900
001-510512-340007-00-0000	Contractual Services- BTR Structural	5,000	8,350
001-510512-340011-00-0000	HR Management Services	90,000	90,000
001-510512-400001-00-0000	Travel	7,500	3,800
001-510512-410001-00-0000	Cellular Phones	3,600	4,300
001-510512-441001-00-0000	Lease Expense - Vehicles	6,000	-
001-510512-441002-00-0000	Lease Expense - Copy Machine	2,000	2,000
001-510512-450002-00-0000	General Liability - Property Insurance	5,422	5,422
001-510512-460010-00-0000	Misc. Maintenance - Car & Buildings	2,000	500
001-510512-470000-00-0000	Printing	2,000	250
001-510512-490002-00-0000	Misc. Charges	7,500	14,000
001-510512-490006-00-0000	Business Meetings/Meals	1,000	2,100
001-510512-510001-00-0000	Office Supplies	9,000	5,500
001-510512-521001-00-0000	Vehicle Expense - Gasoline	1,000	-
001-510512-540001-00-0000	Memberships/Subscriptions	3,500	5,500
001-510512-540003-00-0000	Education and Training	6,000	1,000
001-510512-541002-00-0000	Employee - Tuition Assistance	10,000	1,500
	Total Operating Expenditures	165,422	148,122
Total Personal Services		\$ 565,230	\$ 590,230
Total Payroll Expenditures		\$ 288,923	\$ 304,923
Total Operating Expenditures		\$ 165,422	\$ 148,122
TOTAL ADMINISTRATION		\$ 1,019,575	\$ 1,043,275

**Town of Pembroke Park
Finance Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
Personal Services			
001-510513-120000-00-0000	Salaries	337,433	353,933
001-510513-140000-00-0000	Overtime	2,000	1,250
	Total Personal Services	339,433	355,183
Payroll Expenditures			
001-510513-210000-00-0000	FICA Taxes Expense	25,814	25,814
001-510513-220000-00-0000	Employee Retirement Expense	54,581	63,181
001-510513-230001-00-0000	Group Insurance	53,831	53,500
001-510513-230001-01-0000	Dental Insurance/Vision	6,745	6,745
001-510513-230001-02-0000	Life Insurance(Standard Insur. Co)	5,707	4,988
001-510513-230001-03-0000	Long Term Care(John Hancock Co.)	2,005	3,000
001-510513-230001-05-0000	Life Insurance(John Hancock VUL)	597	597
001-510513-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	149,716	158,262
Operating Expenditures			
001-510513-320001-00-0000	Recurring Audit Costs	45,000	49,000
001-510513-340006-01-0000	Contractual Service	7,000	4,000
001-510513-340007-000000	Contractual Service - Software Maintenance	6,000	6,500
001-510513-400001-00-0000	Travel	2,500	-
001-510513-410001-00-0000	Cellular Phones	1,000	525
001-510513-441002-00-0000	Lease Expense-Copiers	1,000	1,475
001-510513-450002-00-0000	General Liability - Property Insurance	2,903	2,903
001-510513-460900-00-0000	Maintenance and Repair	500	500
001-510513-470000-00-0000	Printing and Forms	1,000	2,300
001-510513-490006-00-0000	Business Meetings/Meals	500	-
001-510513-490900-00-0000	Misc. Charges	500	1,605
001-510513-510001-00-0000	Office Supplies	2,000	2,800
001-510513-540001-00-0000	Memberships	1,000	2,000
001-510513-541900-00-0000	Education and Training/Registration&Books	1,000	1,200
	Total Operating Expenditures	71,903	74,808
Total Personal Services		\$ 339,433	\$ 355,183
Total Payroll Expenditures		\$ 149,716	\$ 158,262
Total Operating Expenditures		\$ 71,903	\$ 74,808
TOTAL FINANCE		\$ 561,052	\$ 588,253

Town of Pembroke Park
Legal Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Expenditures		
	Personal Services		
001-510514-120000-00-0000	Salaries	-	158,034
	Total Personal Services	-	158,034
	Payroll Expenditures		
001-510514-210000-00-0000	FICA Taxes Expense		11,423
001-510514-220000-00-0000	Employee Retirement Expense		22,128
001-510514-230001-00-0000	Group Insurance		10,571
001-510514-230001-01-0000	Dental Insurance/Vision		1,655
001-510514-230001-02-0000	Life Insurance(Standard Insur. Co)		1,994
001-510514-230001-05-0000	Long Term Care(John Hancock Co.)		2,671
	Total Payroll Expenditures	-	50,443
	Operating Expenditures		
001-510514-303003-00-0000	Misc. Reimbursable Expenses	10,000	-
001-510514-340003-01-0000	Contractual Services - Legal-Retainer	100,000	-
001-510514-340003-02-0000	Contractual Services - Legal-Non Retainer	90,000	189,455
001-510514-400001-00-0000	Travel		350
001-510514-410001-00-0000	Cellular Phones		530
001-510514-441001-00-0000	Lease Expense - Vehicles		3,000
001-510514-480001-00-0000	Advertising	7,500	7,200
001-510514-490900-00-0000	Misc. Charges		7,900
001-510514-541900-00-0000	Education and Training/Registration&Books		700
001-510514-540001-00-0000	Memberships		2,400
	Total Operating Expenditures	207,500	211,535
Total Personal Services			\$ 158,034
Total Payroll Expenditures		\$ -	\$ 50,443
Total Operating Expenditures		\$ 207,500	\$ 211,535
TOTAL LEGAL		\$ 207,500	\$ 420,012

**Town of Pembroke Park
Planning & Zoning
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Expenditures		
	Personal Services		
001-510515-120000-00-0000	Salaries	-	66,543
	Total Personal Services	-	66,543
	Payroll Expenditures		
001-510515-210000-00-0000	FICA Taxes Expense		5,174
001-510515-220000-00-0000	Employee Retirement Expense		6,239
001-510515-230001-00-0000	Group Insurance		6,025
001-510515-230001-01-0000	Dental Insurance/Vision		1,055
001-510515-230001-02-0000	Life Insurance(Standard Insur. Co)		1,050
001-510515-230001-05-0000	Long Term Care(John Hancock Co.)		1,500
	Total Payroll Expenditures	-	21,043
	Operating Expenditures		
001-510515-303003-00-0000	Misc. Reimbursable Expenses	25,000	38,814
001-510515-340004-00-0000	Contractual Services - Planning	200,000	135,000
001-510515-340004-00-3000	Contractual Services - Legislative Services	10,000	9,200
001-510515-410001-00-0000	Cellular Phones		500
001-510515-490900-00-0000	Misc. Expense		1,700
001-510515-510001-00-0000	Office Supplies		200
001-510515-522001-00-0000	Board Expenses - Planning & Zoning Board	1,000	-
	Total Operating Expenditures	236,000	185,414
Total Personal Services			\$ 66,543
Total Payroll Expenditures		\$ -	\$ 21,043
Total Operating Expenditures		\$ 236,000	\$ 185,414
TOTAL PLANNING & ZONING		\$ 236,000	\$ 273,000

**Town of Pembroke Park
Non-Departmental/General Government
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-510519-340004-00-0000	Various Contractual Services	25,000	33,100
001-510519-340006-05-0000	Contractual Services/Town Hall-Pest Control	3,500	3,500
001-510519-340007-00-0000	Contractual Services/Computer Related Service	60,000	62,200
001-510519-410001-00-0000	Telephone/cellular	2,500	3,650
001-510519-410003-00-0000	Town Hall Line Charge/Internet Connection	37,000	42,500
001-510519-411003-00-0000	Postage-shipping-FedEx	8,000	12,100
001-510519-430001-00-0000	Electricity Town Hall	38,000	43,500
001-510519-431001-00-0000	Water - Town Hall	5,000	10,100
001-510519-441002-00-0000	Lease Expense - Postage Machine and Other	1,000	1,000
001-510519-450002-00-0000	Insurance Expense - General Liability/Prop.	3,260	3,260
001-510519-460010-00-0000	Maintenance & Repair Car, Building, Equipment	17,500	30,500
001-510519-460011-00-0000	Maintenance - Repair-3rd Floor	2,500	3,300
001-510519-480003-00-0000	Donations	10,000	4,000
001-510519-490001-00-0000	Lobbying Expense	130,600	118,700
001-510519-490003-00-0000	Misc. Charges	50,000	170,600
001-510519-520900-00-0000	Misc. Market Supplies/Office Supplies	3,000	8,200
TOTAL NON DEPARTMENTAL		\$ 396,860	\$ 550,210

**Town of Pembroke Park
Law Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
001-520521-120000-00-0000	Salaries	-	83,896
	Total Personal Services	-	83,896
	Payroll Expenditures		
001-520521-210000-00-0000	FICA Taxes Expense		6,393
001-520521-230001-00-0000	Group Insurance		11,070
001-520521-230001-02-0000	Life Insurance(Standard Insur. Co)		903
001-520521-230001-03-0000	Long Term Care(John Hancock Co.)		1,002
	Total Payroll Expenditures	-	19,368
	Operating Expenditures		
001-520521-340001-00-0000	Contractual Services - Law Enforcement	3,327,652	3,289,650
001-520521-410001-00-0000	Cellular Phones		463
001-520521-490900-00-0000	Misc. Charges		35,675
001-520521-540001-00-0000	Memberships		1,600
001-520521-520900-01-0000	LLETF - Explorer Program	10,000	-
001-520521-520900-04-0000	BSO - Traffic Enforcement	5,000	5,000
	Total Operating Expenditures	-	3,342,652
	Total Personal Services		\$ 83,896
	Total Payroll Expenditures	\$ -	\$ 19,368
	Total Operating Expenditures	\$ 3,342,652	\$ 3,332,388
	TOTAL POLICE	\$ 3,342,652	\$ 3,435,652

**Town of Pembroke Park
Fire Rescue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-520522-340002-00-0000	Contractual Services - Fire Rescue	3,525,607	3,468,607
TOTAL FIRE RESCUE		\$ 3,525,607	\$ 3,468,607

**Town of Pembroke Park
Building Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
100-524524-120000-00-0000	Full time Salaries	183,989	247,000
100-524524-140000-00-0000	Overtime	4,000	-
	Total Personal Services	187,989	247,000
	Payroll Expenditures		
100-524524-210000-00-0000	FICA Taxes Expense	14,075	17,745
100-524524-220000-00-0000	Employee Retirement Expense	28,773	28,500
100-524524-230001-00-0000	Group Insurance	32,298	17,000
100-524524-230001-01-0000	Dental/Vision Insurance	1,319	1,319
100-524524-230001-02-0000	Life Insurance (Standard Insur.Co.)	2,201	2,500
100-524524-230001-03-0000	Long Term Care(John Hancock Co.)	1,920	2,000
100-524524-230001-05-0000	Life Insurance (John Hancock VUL)	1,500	-
100-524524-240000-00-0000	Workers' Compensation	1,747	1,800
	Total Payroll Expenditures	83,834	70,864
	Operating Expenditures		
100-524524-340006-01-0000	Contractual Service-Town Hall/Janitorial	4,000	4,000
100-524524-340007-00-0000	Contractual Service-Software Maint. Fees	5,000	
100-524524-340012-01-0000	Contractual Service-Building Dept Elect	38,000	28,500
100-524524-340012-02-0000	Contractual Service-Building Dept Plumb	13,000	21,500
100-524524-340012-03-0000	Contractual Service-Building Dept Mech	24,000	30,000
100-524524-340012-99-0000	Contractual Service-Building Dept Structural	39,000	20,400
100-524524-340013-00-0000	Contractual Services-User Fees INK FORCE	6,000	9,400
100-524524-400001-00-0000	Travel	3,000	-
100-524524-410001-00-0000	Cell Phone	3,700	2,550
100-524524-441002-01-0000	Lease Expense-Copier	1,500	600
100-524524-450002-00-0000	Insurance- Property & Liability	7,017	7,017
100-524524-460011-00-0000	Maint. & Car Repair Car Bldg & Equipment	1,000	100
100-524524-470000-00-0000	Printing and Forms	1,000	500
100-524524-490900-00-0000	Misc. Charges	33,960	6,500
100-524524-520003-000000	Uniforms	2,000	3,400
100-524524-510001-00-0000	Office Supplies	6,000	1,319
100-524524-521001-00-0000	Vehicle Expense-Gasoline Costs	1,000	250
100-524524-540001-00-0000	Membership Subscriptions	750	19,000
100-524524-541900-00-0000	Education and Training	5,000	-
	Total Operating Expenditures	194,927	155,036
Total Personal Services		\$ 187,989	\$ 247,000
Total Payroll Expenditures		\$ 83,834	\$ 70,864
Total Operating Expenditures		\$ 194,927	\$ 155,036
TOTAL BUILDING		\$ 466,750	\$ 472,900

**Town of Pembroke Park
Code Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
001-539539-120000-00-0000	Full time Salaries	103,985	75,431
001-539539-140000-00-0000	Overtime	2,000	-
	Total Personal Services	105,985	75,431
	Payroll Expenditures		
001-539539-210000-00-0000	FICA Taxes Expense	7,955	5,250
001-539539-220000-00-0000	Employee Retirement Expense	20,026	7,900
001-539539-230001-00-0000	Group Insurance	21,532	27,500
001-539539-230001-01-0000	Dental/Vision Insurance	3,134	3,134
001-539539-230001-02-0000	Life Insurance(Standard Insur. Co)	1,866	1,866
001-539539-230001-03-0000	Long Term Care(John Hancock Co.)	1,140	1,140
001-539539-240000-00-0000	Workers' Compensation	1,747	1,747
	Total Payroll Expenditures	57,401	48,538
	Operating Expenditures		
001-539539-340006-01-0000	Town Hall - Janitorial	3,900	3,900
001-539539-340007-00-0000	Contractual Services	5,400	1,800
001-539539-400002-00-0000	Travel - Hotel, Air fare, Mileage, Tolls, Meals	2,500	500
001-539539-410001-00-0000	Cell Phones	3,000	1,200
001-539539-410003-00-0000	Town Hall Line Charge / Internet Connection	1,200	-
001-539539-441003-00-0000	Lease Expense - Copier	1,000	-
001-539539-450002-00-0000	Insurance - Property Liability	6,123	6,125
001-539539-470000-00-0000	Printing and Forms	2,500	850
001-539539-490900-00-0000	Misc. Charges	1,500	2,200
001-539539-510001-00-0000	Office Supplies	5,000	2,250
001-539539-520003-00-0000	Uniform Expense	800	1,050
001-539539-521001-00-0000	Vehicle Expense - Gasoline	3,000	1,150
001-539539-521002-00-0000	Vehicle Expense - Maintenance & Repair	1,000	675
001-539539-522001-00-0000	Board Expenses - Code & P& Z Boards	4,635	700
001-539539-540001-00-0000	Memberships	625	9,800
001-539539-541900-00-0000	Education and Training-Other	3,000	1,300
	Total Operating Expenditures	45,183	33,500
Total Personal Services		\$ 105,985	\$ 75,431
Total Payroll Expenditures		\$ 57,401	\$ 48,538
Total Operating Expenditures		\$ 45,183	\$ 33,500
TOTAL CODE ENFORCEMENT		\$ 208,569	\$ 157,469

**Town of Pembroke Park
Roads & Streets Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
001-530541-120000-00-0000	Full-Time Salaries	205,192	187,645
001-530541-140000-00-0000	Overtime	3,500	460
	Total Personal Services	208,692	188,105
	Payroll Expenditures		
001-530541-210000-00-0000	FICA Taxes Expense	15,744	13,380
001-530541-220000-00-0000	Employee Retirement Expense	25,490	23,790
001-530541-230001-00-0000	Group Insurance	42,865	46,580
001-530541-230001-01-0000	Dental/Vision Insurance	6,774	5,600
001-530541-230001-02-0000	Life Insurance(Standard Insur. Co)	3,071	3,280
001-530541-230001-03-0000	Long Term Care(John Hancock Co.)	3,240	3,240
001-530541-230001-05-0000	Life Insurance(John Hancock VUL)	2,702	1,915
001-530541-240000-00-0000	Workers' Compensation	7,427	7,565
	Total Payroll Expenditures	107,312	105,350
	Operating Expenditures		
001-530541-340006-01-0000	Town Hall Janitorial	3,900	3,900
001-530541-400002-00-0000	Travel	1,000	-
001-530541-410001-00-0000	Cellular Phones	2,400	1,925
001-530541-430009-00-0000	Electricity - Outdoor Lighting	36,000	37,944
001-530541-431006-00-0000	Water - Public Works	500	50
001-530541-440001-00-0000	Rental Expense Equipment - copier	1,000	650
001-530541-450002-00-0000	Insurance Expense Prop-General Liability	26,187	26,187
001-530541-460060-00-0000	Maintenance - Equipment	40,000	107,220
001-530541-490900-00-0000	Misc. Charges	15,000	8,835
001-530541-510001-00-0000	Office Supplies	2,000	1,555
001-530541-520003-00-0000	Uniform Expense	1,200	1,145
001-530541-521001-00-0000	Vehicle Expense - Gasoline	10,000	11,435
001-530541-540004-00-0000	Membership/subscriptions & Dues	500	11,565
001-530541-541001-00-0000	Education/Training	1,000	1,225
	Total Operating Expenditures	140,687	213,636
Total Personal Services		\$ 208,692	\$ 188,105
Total Payroll Expenditures		\$ 107,312	\$ 105,350
Total Operating Expenditures		\$ 140,687	\$ 213,636
TOTAL ROADS & STREETS		\$ 456,691	\$ 507,091

**Town of Pembroke Park
Parks & Recreation Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
Personal Services			
001-570572-110000-00-0000	Full time Salaries	213,057	177,057
001-570572-140000-00-0000	Overtime	15,000	15,000
	Total Personal Services	228,057	192,057
Payroll Expenditures			
001-570572-210000-00-0000	FICA Taxes Expense	16,346	16,346
001-570572-220000-00-0000	Employee Retirement Expense	19,306	19,306
001-570572-230001-00-0000	Group Insurance	43,065	43,065
001-570572-230001-01-0000	Dental/Vision Insurance	8,084	8,084
001-570572-230001-02-0000	Life Insurance(Standard Insur. Co)	3,451	3,451
001-570572-230001-03-0000	Long Term Care(John Hancock Co.)	2,424	2,424
001-570572-230001-05-0000	Life Insurance(John Hancock VUL)	1,500	1,500
001-570572-240000-00-0000	Workers' Compensation	6,116	6,241
	Total Payroll Expenditures	100,292	100,416
Operating Expenditures			
001-570572-340006-05-0000	Contractual Services	2,000	2,975
001-570572-410001-00-0000	Cellular Phones & Beepers	1,500	1,500
001-570572-410005-00-0000	Phone Line - Behan Park	3,200	3,200
001-570572-410006-00-0000	Phone Line - Oglesby Preserve	800	6,000
001-570572-430003-00-0000	Electricity	16,000	16,000
001-570572-431003-00-0000	Water Charge	5,400	5,400
001-570572-450002-00-0000	Insurance - Property Liability	14,475	14,475
001-570572-460900-00-0000	Maintenance Repair Cars, Buildings, Equipment	25,000	25,400
001-570572-510001-00-0000	Office Supplies	400	400
001-570572-520003-00-0000	Uniform Expense	1,000	1,000
001-570572-520900-00-0000	Misc. Charge	7,500	7,500
001-570572-521001-00-0000	Gasoline Costs	4,000	4,000
001-570572-541001-00-0000	Memberships, dues, and subscriptions	900	900
001-570572-541001-00-0000	Education & Training, Registration, Books	1,000	1,225
	Pembroke Park Community Events	37,000	31,075
001-570572-640000-00-9049	Health Fair Festival - \$10,000		
001-570572-640000-00-9051	Egg Hunt - \$6,000		
001-570572-640000-00-9052	Toy Drive \$4,000		
001-570572-640000-00-9053	Turkey Drive - \$6,000		
001-570572-640000-00-9076	Walk A Thon - \$1,000		
001-570572-640000-00-9070	Kids Day Fall Festival - \$2,500		
001-570572-640000-00-9062	Food Distribution Farm Share - \$2,000		
001-570572-640000-00-9058	School Supply Drive \$3,500		
001-570572-640000-00-9066	Little Library Dispensers -\$2,000		
	Agro - Eco Community Garden & Centers	32,500	9,500
001-570572-640000-00-9055	Community Garden - \$25,000		
001-570572-640000-00-9056	Maculele Miami Brazilian Arts Institute - \$500		
001-570572-640000-00-9057	Relay for Life Event - \$2,000		
001-570572-640000-00-9059	Church of Christ - \$1,500		
001-570572-640000-00-9071	Club Richelieu - \$1,000		
	Florida International Trade & Cultural Expo (FITCE) - \$2,500		
001-570572-640000-00-9060	Newsletter Mailings	10,000	10,000
001-570572-640000-00-9063	Holiday Party	4,500	4,500
001-570572-640000-00-9064	Pet Fair	5,000	5,000
001-570572-640000-00-9075	Promotions All Community Events	7,500	7,500
	Total Operating Expenditures	179,675	157,550
Total Personal Services		\$ 228,057	\$ 192,057
Total Payroll Expenditures		\$ 100,292	\$ 100,416
Total Operating Expenditures		\$ 179,675	\$ 157,550
TOTAL PARKS		\$ 508,023	\$ 450,023

**Town of Pembroke Park
Capital Outlay & Equipment
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
COMMISSION			
001-510511-640003-00-0000	Machinery & Equipment (over 250.00)		6,482
	TOTAL COMMISSION	-	6,482
ADMINISTRATION			
001-510512-640003-00-0000	Machinery and Equipment		22,755
001-510512-640003-00-0000	Vehicle Purchase		
	TOTAL ADMINISTRATION	-	22,755
FINANCE			
001-510514-640003-00-0000	Machinery & Equipment		5,125
	TOTAL FINANCE	-	5,125
LEGAL			
001-510515-640003-00-0000	Machinery & Equipment		5,315
	TOTAL FINANCE	-	5,315
PLANNING & ZONING			
001-510513-640003-00-0000	Machinery & Equipment		450
	TOTAL FINANCE	-	450
NON DEPARTMENTAL			
001-510519-640003-00-0000	Equipment, Security, Holiday Deco (+250)	10,000	5,415
001-530541-640000-00-9075	Fire & EMS Study Project #9075	25,000	-
001-530541-640000-00-9078	Town Hall Hardening Project	643,125	21,225
001-520521-640003-00-0000	Machinery and Equipment - Start up - POLICE		195,000
001-530541-640000-00-9077	Town Hall Restroom Improvements		27,295
	Renovation Town Hall - 3rd Floor		
001-510519-640003-00-9077	Hardware and Software Replacement	48,000	89,000
	TOTAL NON DEPARTMENTAL	726,125	337,935
BUILDING			
001-524524-640003-00-0000	Machinery and Equipment	5,000	356,000
001-524524-640003-00-0000	Vehicle Purchase	50,000	-
	TOTAL BUILDING	55,000	356,000
ROADS & STREETS			
001-530541-640003-00-0000	Machinery and Equipment	10,000	14,800
	County Line Rd Bike Path Sw 52 - SW 56th Ave	90,000	90,000
	SW 52nd Ave Complete Streets	144,000	-
	Bike Lanes & Sidewalk Improvements	30,000	18,236
	TOTAL ROADS & STREETS	274,000	123,036
CODE ENFORCEMENT			
001-539539-640003-00-0000	Machinery & Equipment(over 250.00)		2,500
	TOTAL CODE ENFORCEMENT	-	2,500
PARKS & RECREATION			
001-570572-640003-00-0000	Machinery and Equipment Community Garden (irrigation, signage)	10,000	6,138
	TOTAL PARKS AND RECREATION	10,000	6,138
Total Capital Outlay & Equipment		\$ 1,065,125	\$ 865,736

**Town of Pembroke Park
Capital Projects
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	PARKS & RECREATION		
001-570572-640000-00-9069	Community Garden Water Irrigation System Project #9069	10,000	540
001-570572-640000-00-9073	Parks Recreation Hall Concrete Slab Project #9073	4,000	
	Ryan Park - Canopy	45,000	5,000
	Howard Clark Sr Linear Walkway	12,500	12,500
	Olgesby Preserve Linear Walkway	65,000	-
001-570572-640000-00-9082	45 Year CDBG Tot Lot Playground Project Olgesby Preserve	105,400	111,000
	46 Year CDBG Olgesby Preserve Lighting (II)	99,512	-
	TOTAL PARKS AND RECREATION	341,412	129,040
Total Capital Outlay		\$ 341,412	\$ 129,040

**Town of Pembroke Park
Sewer Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Revenue		
400-000340-343501-00-0000	Sewer Service Charges	2,725,000	2,725,000
400-000340-343502-00-0000	Fixture Charges	75,000	75,000
400-000340-343503-00-0000	Sewer Hookup Fees	10,000	10,000
400-000360-369900-00-0000	Other Misc. Revenue	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Non Operating Revenue		
400-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
400-000360-363230-00-0000	Impact Fees Physical Environment	187,929	187,929
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
Total Sewer Fund Revenue		\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Sewer Fund Expense
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
400-530535-120000-00-0000	Regular Full Time Salary	354,932	276,256
400-530535-140000-00-0000	Overtime	10,000	10,000
	Total Personal Services	364,932	286,256
	Payroll Expenses		
400-530535-210000-00-0000	FICA Taxes	27,152	27,152
400-530535-220000-00-0000	Employee Retirement Expense	50,406	50,406
400-530535-230001-00-0000	Group Insurance - Health	53,831	53,831
400-530535-230001-01-0000	Group Insurance - Dental & Vision	4,284	4,284
400-530535-230001-02-0000	Group Life Insurance - SIC	4,743	4,743
400-530535-230001-03-0000	Long Term Care Insurance - JHC	1,944	1,944
400-530535-230001-04-0000	Other Post Employment Benefits		
400-530535-230001-05-0000	Life Insurance - JHC VUL	3,794	3,794
400-530535-240000-00-0000	Workers' Compensation	14,854	14,854
	Total Payroll Expenses	161,007	161,007
	Operating Expenses		
400-530535-310002-00-0000	Professional Services Engineering		80,000
400-530535-340003-02-0000	Contractual Services - Legal Non Retainer		-
400-530535-340009-01-0000	Sewer Maintenance & Treatment-Hollywood	1,135,000	1,157,000
400-530535-340009-02-0000	Misc. Contractual Services - Sewer Dept.	15,000	15,000
400-530535-400001-00-0000	Travel	2,000	2,000
400-530535-410001-00-0000	Cellular Phones/ Beepers	3,000	3,000
400-530535-410009-00-0000	Telephone Lines	-	-
400-530535-430007-00-0000	Electricity-Sewer Pumps	35,000	39,000
400-530535-431006-00-0000	Water - Public Works	22,000	23,000
400-530535-450002-00-0000	Insurance - Property & Liability FLC	42,824	43,500
400-530535-460050-00-0000	Maintenance - Lift Stations	50,000	50,000
400-530535-460900-00-0000	Maintenance and Repair Car Bldg. & Equip.	80,000	80,000
400-530535-490005-00-0000	Bad Debt Expense		-
400-530535-490900-00-0000	Misc. Charges	20,000	23,000
400-530535-520003-00-0000	Operating Supplies - Uniform Expense	1,000	1,000
400-530535-521001-00-0000	Vehicle Expense - Gasoline	5,000	5,000
400-530535-540001-00-0000	Memberships	2,000	9,000
400-530535-541001-00-0000	Education & Training, Registration, Books	2,000	3,000
400-530535-581000-00-0000	Administrative Services GF Cost	421,500	421,500
400-530535-800000-00-0000	Depreciation/Amortization Expense	300,000	300,000
	TOTAL OPERATING EXPENSES	2,136,324	2,255,000
	CAPITAL PROJECTS		
400-530535-460050-00-0000	Maintenance - Lift Stations I&I	100,000	46,000
400-530535-640003-00-0000	New Sewer Truck		14,000
	Master Plan Update	40,000	40,000
400-530535-640005-00-0000	Federal and State Grant Match Funds		-
	Total Capital Projects	140,000	100,000
	Debt Service		
400-530535-710000-00-0000	Debt Service - Principal Payment	39,000	39,000
400-530535-720000-00-0000	Debt Service - Sinking Fund Interest	89,731	89,731
400-530538-730000-00-0000	Debt Service - Reserve Account	12,912	12,912
400-530538-730000-01-0000	Debt Service - S/T Assests Reserve	74,022	74,022
	Total Debt Service	215,665	215,665
	Total Personal Services	\$ 364,932	\$ 286,256
	Total Payroll Expenses	\$ 161,007	\$ 161,007
	Total Operating Expenses	\$ 2,136,324	\$ 2,255,000
	Total Capital Projects	\$ 140,000	\$ 100,000
	Total Debt Service	\$ 215,665	\$ 215,665
	Total Sewer Fund Expenses	\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Storm Water Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
401-000340-343801-00-0000	Stormwater Management Utility Fees	1,400,000	1,400,000
	Total Operating Revenue	1,400,000	1,400,000
	Non Operating Revenue		
401-000330-331204-00-0000	41st Year CDBG - Phase I-Drainage Improvements for SW 25th Street and Park Road - Project # 3350	-	-
'401-000330-331204-00-0000	42nd Year CDBG - Phase II-Drainage Improvements for SW 25th Street and Park Road - Project # 3351	-	-
'401-000330-331204-00-0000	John P. Lyons Phase II Engineering and Design Project #3354	89,252	89,252
'401-000330-331204-00-0000	S.W. 25th St. Stormwater Improvements Phase III Project #3355	113,271	113,271
	County Line Road Stormwater Connection	90,000	90,000
401-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
401-000360-363230-00-0000	Impact Fee Revenue Physical Environment	118,827	118,827
	Total Non Operating Revenue	431,350	431,350
401-000000-282000-00-0000	Use of Fund Balance Reserve		-
401-000000-282000-01-0000	Use of Unexpended Prior Year Funds Carry Over	-	-
	Total Operating Revenue	1,400,000	1,400,000
	Total Non Operating Revenue	431,350	431,350
Total Storm Water Fund Revenues		\$ 1,831,350	\$ 1,831,350

Town of Pembroke Park
Storm Water Fund Expense
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
401-530538-120000-00-0000	Salaries	203,369	210,269
401-530538-140000-00-0000	Overtime	10,000	3,100
	Total Personal Services	213,369	213,369
	Payroll Expenses		
401-530538-210000-00-0000	FICA Taxes	15,558	15,558
401-530538-220000-00-0000	Employee Retirement Expense	20,337	22,000
401-530538-230001-00-0000	Group Insurance - Health	32,298	30,635
401-530538-230001-01-0000	Group Insurance - Dental & Vision	5,944	5,944
401-530538-230001-02-0000	Group Life Insurance - SIC	3,581	3,581
401-530538-230001-03-0000	Long Term Care Insurance - JHC	1,680	1,680
401-530538-230001-04-0000	Other Post Employment Benefits		
401-530538-230001-05-0000	Life Insurance - JHC VUL	2,094	2,094
401-530538-240000-00-0000	Workers' Compensation	9,611	9,611
	Total Payroll Expenses	91,103	91,103
	Operating Expenses		
401-530538-340003-02-0000	Legal/Non Retainer	4,000	4,000
401-530538-340005-00-0000	Engineering	5,000	3,500
401-530538-340011-00-0000	Professional Services	5,000	5,000
401-530538-410001-00-0000	Cell phones/Beepers	1,000	1,200
401-530538-430006-00-0000	Electricity - Drainage Pumps	25,000	38,000
401-530538-450001-00-0000	Insurance Expense FLC	-	-
401-530538-450002-00-0000	Insurance Expense Prop-General Liability	38,541	39,000
401-530538-460900-00-0000	Maintenance and Repair - Cars, Building & Other	50,000	63,500
401-530538-490900-00-0000	Misc. Charges	15,000	23,500
401-530538-520003-00-0000	Uniform Expense	500	500
401-530538-541001-00-0000	Memberships, Subscriptions and Dues	1,000	9,200
401-530538-541002-00-0000	Education & Training, Registration, Books	2,500	2,500
401-530538-581000-00-0000	Administrative Services GF Cost Allocation	210,000	210,000
401-530538-640001-00-9068	Hurricane IRMA	-	-
401-530538-800000-00-0000	Depreciation Expense	500,000	500,000
	Total Operating Expenses	857,541	899,900
	Capital Projects		0
401-530538-640001-00-0000	Machinery and Equipment New Stormwater Truck		5,200
401-941002-693200-00-3342	Meekins Lake Dredge and Fill Project # 3342		0
401-941002-693200-00-3352	County Line Rd. Stormwater and Sidewalk Engineering and Design Project #3353	119,002	119,002
401-941002-693200-00-3353	S.W. 25th St. Pump Station Project #3353		-
401-941002-693200-00-3354	John P. Lyons Phase II Engineering and Design Project #3354		-
401-941002-693200-00-3355	S.W. 25th St. Stormwater Improvements Phase III Project #3355	151,028	143,469
	County Line Road Stormwater Connection	90,000	90,000
	Master Plan Update	40,000	-
401-941002-693200-00-0000	Federal and State Grant Match Funds		0
	Total Capital Projects	400,030	357,671
	Total Personal Expenses	\$ 213,369	\$ 213,369
	Total Payroll Expenses	\$ 91,103	\$ 91,103
	Total Operating Expenses	\$ 857,541	\$ 899,900
	Total Capital Projects	\$ 400,030	\$ 357,671
	Total Storm Water Fund Expenses	\$ 1,562,043	\$ 1,562,043



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

Agenda Request

Meeting Date:	11/23/2021
Subject:	Employee Handbook Update
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo, HR Consultant
Reviewed by:	Name & Title: Melissa Anderson, Town Attorney
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Employee Handbook document in track changes format for easier view of changes.
Fiscal Impact:	\$0.00
Policy Question(s) for Commission Considerations:	
Summary:	The Employee Handbook was updated to clarify and add to existing policies.
Background:	The Employee Handbook is a living breathing document regularly updated.
Discussion/Analysis:	If approved, it would be issued via ADP to all staff for electronic signature of receipt.
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



Employee Handbook

~~June-November~~ 2021

Prepared By: LagomHR Inc.



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INTRODUCTION

PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. [The Handbook contains general information and guidelines.](#) These policies may be amended [with or without notice](#) at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

~~A separate procedural manual establishes in more detail the practices, processes and forms required to implement these policies. If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.~~

SCOPE

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

SEVERABILITY

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

DISTRIBUTION AND REVISIONS

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.



Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in policy.

DISCLAIMER

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

- 1) The terms are in writing.
- 2) The document is labeled "contract".
- 3) The document states the terms of employment; and
- 4) The document is signed by the Mayor and approved by a vote of the Town Commission.



GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about



discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964,



the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:
 - A) Enduring the offensive conduct becomes a condition of continued employment, or
 - B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

[BULLYING](#)

[The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.](#)



Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.



- [Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.](#)
- [Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property \(defacing or marking up property\).](#)

[Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.](#)

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).



If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

DRUGS AND ALCOHOL POLICY

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) [business](#) days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided



through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is also strictly prohibited.

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

VETERANS' PREFERENCE

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

MEDICAL EXAMINATIONS

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

WORKPLACE VIOLENCE

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and



safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

SAFETY AND RIGHT TO KNOW

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

TERMS OF EMPLOYMENT

PERSONNEL FILES

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	Education status
Address	Military status
Telephone number	Driver's license status
Marital status	Licensing, certification, and training, or
Emergency notification contacts	Other information which may impact the job requirements
Beneficiary Information	Direct Deposit/Bank Account Information

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public



Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be maintained by the Human Resources Department.

HIRING OF NEW EMPLOYEES

The Town Manager has final approval of hiring new employees, with the exception of the following positions that are hired by the Town Commission. The Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

HIRING OF FORMER EMPLOYEES

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.

If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

NEPOTISM/EMPLOYMENT OF RELATIVES

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

PERSONAL RELATIONSHIP AMONGST EMPLOYEES

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.



An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.

EMPLOYMENT STATUS

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be



terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.

EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either "exempt" or "non-exempt".

CHANGES IN EMPLOYMENT STATUS

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and



responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two (2) full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than thirty (30) calendar days to fill the position.

WORK HOURS

To ensure employee availability and accountability to the public the Town serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

~~All employees (Exempt and Non-Exempt)~~ employees are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town's designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.
2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.

~~6. Salaried and hourly~~ or ~~exempt and non-exempt~~ employees will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

~~6-~~ Employees may utilize a physical timeclock or clock in/out through the mobile app. The Town utilizes a feature in the HR payroll system called geofencing that sets a virtual barrier for where employees may clock in and out. The system will not allow employees to clock in and out outside of the 1-mile barrier from Town Hall. Employees having technical difficulties with clocking in and out must contact their Department Head for assistance.

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her



supervisor as soon as possible and under no circumstances later than ~~the first hour of the~~ thirty (30) minutes PRIOR to the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive business days) is considered will be considered as job abandonment.

TARDINESS

A “tardiness” occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee's straight hourly rate, regardless if the employee has met the FLSA standards of working a minimum of 40 hours .

The Town reserves the right to require employees to be in a “stand-by” status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time



employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to two (2) years after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

EMERGENCY MANAGEMENT

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to,



during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission, County Administrator, or Governor declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.
2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.
3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.
4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.



5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.
- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.



- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER 1):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)

Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.



Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

EMERGENCY MANAGEMENT COMPENSATION

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:



1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.
3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.
4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.
5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).
6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.
7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.



8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.
9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.
10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.
11. No employee is eligible for call back pay during a Declared Emergency.
12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.
13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.
14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED



Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

CLASSIFICATION AND COMPENSATION

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the



assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual basis to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half



(1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

Any recommendation exceeding a 10% increase must be approved by the Town Commission.

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses



for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager,



employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work. Any employee wishing to appeal a decision rendered by the Town Manager may present an appeal to the Town Commission.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Employees training other employees will receive a premium for the hours of actual training up to a maximum of 10% of their annual salary only for hours actually conducting the training. This policy is not applicable to the trainee, only the trainer. [In order to be eligible for this benefit, the training must be a formal group training for staff and is 100% subject to approval by the Town Manager.](#)

BENEFITS

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance



on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

TELECOMMUTING

Telecommuting allows employees to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Townwide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors. Any exceptions must



be pre-approved by the Town Manager.

Any telecommuting requests must be sent in writing to the Town Manager for pre-approval with a specific reason for the request. Each request will be evaluated on a case by case basis. Employees on average may utilize a maximum of 2 telecommuting days per month. Any exceptions must be pre-approved by the Town Manager.

Individuals requesting formal telecommuting arrangements must be employed with the Town for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record.

The employee is required to follow the same work schedule, unless otherwise approved by the Town Manager and be available for all meetings and communication as needed.

Employees may utilize their Town issued equipment when telecommuting. If the employee does not have a Town-issued equipment, the employee may be authorized to utilize their home equipment and remote log in to their work computer. Equipment supplied by the organization is to be used for business purposes only.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Town Manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.



Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

PAID AND UNPAID LEAVE

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

One (1) Personal Day

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday.

Officers or employees with an unexcused absence

or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

Effective June 19, 2021, the Town observes Juneteenth as a paid holiday. In 2021, employees may choose to observe the Juneteenth holiday as a floating holiday within the calendar year and expires on December 21st, 2021. Moving forward in 2022, Juneteenth will be observed on the actual holiday and treated as the other holidays listed above.

The floating holiday and personal holiday are use it or lose it. Employees must request the time off in the Paid Time Off Request system at least two (2) weeks in advance. Approval is subject to the Department Head's discretion based on the number of employees absent that day to ensure the department is operational and properly staffed.

Employees are eligible to use floating holidays and personal days after six (6) months of employment. Employees are eligible for paid time off on the remaining holidays listed above from their employment start date.

VACATION/ANNUAL LEAVE



Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours, partial hours, or full days for any PTO request. ~~Employees will not request any partial hours (0.25, 0.50 & 0.75).~~

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee. An employee may request the Town Manager or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed twelve months. All time sold will be deduction from the vacation time accumulation.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.



SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity. Employees shall be entitled to utilize accrued sick time immediately upon their employment start date. Any sick time off taken without accrued sick leave will be unpaid. Employees may be subject to disciplinary action for abuse of sick leave.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (1/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave

Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars (\$500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.



Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three (3) business days or twenty-four (24) hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, domestic partner, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, first cousin, or anyone living in the employee's



household. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.



Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave

Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.



Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

In accordance with Florida Statutes, Section 741.313, any employee employed by the Town for three (3) or more months may request and take up to three (3) working days of leave from work



in any 12-month period if the employee or a family or household member is the victim of domestic violence or sexual violence. The leave may be paid or unpaid, but an employee must use all applicable paid annual, personal, sick, and/or other applicable paid leave prior to being eligible for unpaid leave.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.



The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed ~~six~~ twelve (12) weeksmonths. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall



not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave. The leave approval is 100% subject to discretion by the Town Manager.

LEAVE DONATION POLICY

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.



3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

DISCIPLINARY ACTION

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be



documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager. ~~based on~~ Department Head may submit or be requested to submit recommendation for suspension or discharge to the Town manager for review.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting, goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.



CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness or unequal conduct or treatment toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public.
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis.
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three (3) business days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury, injury to others, and/or Town property.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.
12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
- 13-14. Excessive absenteeism and/or abuse of time off.



~~14.15.~~ Violation of departmental rules.

~~15.16.~~ Willful violation of any safety rule or practice.

~~16.17.~~ Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off ~~of~~

~~17.18.~~ Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

EMPLOYEE ARREST OF CHARGE

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,
- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.



If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

EMPLOYEE PROCEDURAL RIGHTS

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees ~~may~~shall be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.



In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within fifteen (15) [business](#) days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within fifteen (15) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,



- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten (10) working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.



WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

CODE OF ETHICS

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town



vendors and prospective vendors.

To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment



No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee or consultant may participate in any decision specifically to appoint, hire, promote, discipline or discharge an family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.



Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) [business](#) days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

FREEDOM OF INFORMATION ACT AND PUBLIC RECORDS ACT

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within



five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

PUBLIC RECORDS

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

PERSONAL CONDUCT

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

OUTSIDE EMPLOYMENT GUIDELINES

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and



- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:

- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

POLITICAL ACTIVITY AND VOTING TIME

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.



- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service in accordance with Florida elections and resign to run applicable laws.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift, provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

POLITICAL ACTIVITY AND GENERAL SOLICITATION

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.



CUSTOMER SERVICE

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be referred to the employee's supervisor.

PUBLIC STATEMENT/PRESS CALLS

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

THE WORKPLACE AND TOWN RESOURCES

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:



1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense associated with personal long-distance calls or excessive personal calls made using a Town telephone.
3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars (\$5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL



Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys should never be duplicated, given or lent to anyone else, including a fellow employee, without prior approval from the Department Director. Lost or stolen items must be immediately reported to the Town Manager. All keys must be returned to the original employee immediately to prevent lost keys.

UNIFORMS AND SAFETY ATTIRE

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

PERSONAL ARTICLES IN THE WORKPLACE & SEARCH OF PROPERTY

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

PERSONAL WORKSPACE & DISPLAYS

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.



Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

CARE OF EQUIPMENT

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage, refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive. Employees driving Town vehicles may be subject to regular driving history/DMV checks.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.



TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.



- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.
- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government). family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

ACCEPTABLE USE POLICY



The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS



Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible or selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally,** the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
 - Lowercase characters
 - Uppercase characters
 - Numbers
 - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as "123456", "Password", may not be used.
- Personal details such as a spouse's name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or "remembered" within applications (i.e. when a dialog box has a 'save password' box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY



User access to IT Resources is tied directly to an individual's User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

TOWN WEBSITE

The Town Website currently has main informational pages and then individual department pages. The Main Town Webpage shall be managed by the Clerk's Office. All requests for updates/changes to the Main Town Website must be submitted in writing to the Clerk's Office. Each Department will be responsible for updating their individual department webpages.



Oversight of this procedure will be provided by the IT Department. It is important to note that some employees may have access to modify the Main Town Page, however, the Clerk's Office is the only authorized party to make changes to the Main Page. Town Website credentials shall not be shared with any unauthorized users.

DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as "chain letters".
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispyware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e. '.exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as www.<legitamite_destination>.<fake_destination>.com or use top level domain such as ".in" or ".tk" verses ".com" or ".net" may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?



- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?
- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See “Mobile Devices” section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.



- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.
- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a “selective wipe” of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

Users are not permitted to change any default settings on a Town-issued phone, iPad, or any other device without prior written authorization from the IT Director.



MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person's account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED**.

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.



- Using abusive or objectionable language or harassment.
- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

All Town social media accounts will have login and password credentials for those authorized to have access to post and never be linked to someone's personal page without prior consent by the Town Manager. All individuals posting will have training on archiving and public records management as it pertains to social media. All Town social media pages are to be managed by the Town Manager's designee. The Town has multiple social media pages, of which each designee is responsible for providing accurate information that professionally represents the Town. IT provides additional oversight for usage and permissions of the social media sites. Designees and users of the social media sites must be pre-approved by the Town Manager. Social media credentials may be not shared with any unauthorized users.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:



- Always state your name and, if relevant, role, when discussing Town business.
- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or



internet café) computer. Outlook Web Access is excluded from this provision as it does not facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled “Mobile Devices” for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.



DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages, salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).



Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.

Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with



or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent



ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

AGENDA ITEM REPORT



To:

Subject: Updating the Audio Visual System for the Commission Chambers

Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Quote is Piggybacking off the Broward County School Board ITB FY20-016-2. This is an equipment refresh. Our old system has reached its end of life and needs to be replaced.

FINANCIAL IMPACT:

\$16,152.88.

RECOMMENDATION:

Approve Purchase

ATTACHMENTS:

[Pembroke Park Chamber Dais AV_Rev1-Innuvo Proposal](#)

[FY20-016-2 Audio Visual Equipment Installation, Products and Computer Peripherals Catalog](#)

[Revised Recommendation Tabulation](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 17 2021
Melissa Anderson, Town Attorney	Approved - Nov 17 2021
JC Jimenez, Town Manager	Approved - Nov 17 2021
Marlen Martell, Town Clerk	Approved - Nov 17 2021

PROPOSAL

Chamber Dais AV

Town of Pembroke Park

3150 Sw 52Nd Ave
Pembroke Park, FL 33023-5413 US
954-701-4345

Revision: 1
Modified: 11/1/2021



Presented By:

Innuvo

3300 Corporate Ave
Suite 116
Weston, FL 33331 US
954-581-1756
<https://www.innuvo.com/>



<https://www.innuvo.com/>

SCOPE OF WORK

COVID has caused extreme market volatility for the cost of Parts and Shipping. Because manufacturers are raising prices on a weekly basis, Innuvo cannot hold prices on any items included in our proposal. Should a price increase be issued prior to your equipment being ordered, we will inform you of the price increase and provide the new cost for your approval. COVID19 has caused supply chain issues and price increases.. If certain materials included in this quote are not available or increase in price at the time of installation, alternate products may be recommended and prices may increase and changes will affect the final price.

Pricing applied to this project is concurrent with pricing with the Broward County Public Schools AV Catalog #FY20-016-2-REBID for products and labor.

Innuvo shall furnish and install the following items:

Town of Pembroke Park Chamber Dais

- >(10) Bogen desktop microphones
- >(2) Shure wireless lapel microphones
- >(1) QSC 16-channel Digital Mixer
- >(1) Middle Atlantic 20U equipment rack (wood/black) w/door
- >(1) Kramer 4-input HDMI switcher w/audio
- >(1) Kramer 4-output HDMI distribution amplifier
- >(2) VDO 360 PTZ ceiling cameras USB
- >(1) Benq wireless presentation device
- >(1) Chief (set) ceiling hardware for 75" display
- >(1) Bulk microphone and equipment cabling
- >(1) (4) Hours of training

Innuvo shall re-use the existing amplifier, speakers, computer, (2) displays, WAP, network switch, youtube encoder in the Chamber Dais. (10) New dais desktop microphones shall be installed for each seat position. This includes mics 8 - 10 coming through the floor box in the middle of the carpet for table top use. Several wireless lapel microphones will be available for guests or presenters. A new QSC digital signal processor will replace the existing Biamp mixer to add more microphone channels and USB audio for Zoom/Team calls. An HDMI switcher shall be installed to handle the desktop computer, laptop, cable tv box and the wireless presenter when switching or displaying different video sources. A distribution amplifier will split the HDMI program signal to each display and to the Youtube encoder for broadcasting. (2) New ceiling PTZ cameras shall connect directly to the PC via USB for Zoom camera connectivity. A new equipment rack will be free standing at the end of the Dais and house all of the AV equipment. The West wall display will be taken off the wall and re-installed with ceiling mounted hardware to accommodate the new construction at the Dais. Since there is no control system, the HDMI switcher shall be auto switching and default to the Desktop computer when no other sources are present. All of the Zoom/Teams conferencing shall be handled directly by the Desktop PC. Volume control will have to be adjusted from the front panel of the amplifier. Any camera presets will be programmed

* Price Includes Accessories

Chamber Dais AV

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into the camera remote controls.

Notes:

- 1) Customer to provide all conduit, cable trays, floor boxes and cable pathways as needed
- 2) Customer to provide all network services and switches
- 3) Innuvo is not responsible for the working condition of any existing equipment
- 4)tElectrician to provide 110VAC outlet in vicinity of equipment. This work is not included in our proposal.
- 5) Innuvo shall make its best efforts to 'hide' all wires but may need to install conduit and/or raceways to protect wire/cable.
- 6) Proposal does not include applicable sales/use tax, permit fees or shipping/handling.
- 7) Work to be performed during normal business hours M-F 9am-5pm

* Price Includes Accessories

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Main Building

	1	BENQ WDC10 Wireless video/audio extender	\$906.65
	10	Boqen DDU250 Desktop Microphone, unidirectional, push-talk/lock	\$1,488.00
	1	C2G 42527 15m Select Standard Speed HDMI with Ethernet M/M Cable - In-Wall CL2-Rated (49.2ft)	\$75.70
	1	Chief CMA330 8" Offset fixed ceiling plate	\$63.00
	1	Chief CMS0305 3' - 5' Adjustable extension column, black	\$173.96
	1	Chief LCM1U Single Ceiling Mount, Large - Black	\$390.40
	550	Honeywell Cable 12041101 22/4 Stranded Shielded 1000ft Box - White	\$89.82
	1	Innuvo Labor Installation and Labor	\$4,640.00
	1	Innuvo Programming - Complete Project Programming Labor	\$1,200.00
	1	Innuvo Project Management - Existing Construction Project Management - Existing Construction	\$310.63
	1	Innuvo Shop Supplies - Variable Innuvo - Shop Supplies	\$310.63
	1	Kramer Electronics VM-4H2 4K HDMI Distribution Amplifier with HDCP2.2 and HDMI2.0 Support	\$400.92
	1	Kramer Electronics VS-411UHD 4 X 1 Automatic 4K60 4:2:0 HDMI Auto Switcher	\$572.73
	1	Middle Atlantic OBRK20 20" space 19" Equipment Rack, 18" Deep	\$259.33
	1	Middle Atlantic PD-915R Rackmount Power, 9 Outlet, 15A, Basic Surge	\$110.67

* Price Includes Accessories

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	1	Middle Atlantic RK-GD20 20SP GLS DR FOR BRK/OBRK	\$198.65
	1	Middle Atlantic U2V 2SP vented utility shelf	\$54.00
	1	QSC CORE110f-NA Processor,Q-SYS CORE110f-NA,100-240V,	\$2,933.33
	2	SHURE Incorporated BLX14R/85 Shure Lavalier Microphone System	\$850.66
	2	Tripp-Lite U026-015M USB 2.0 Active Extension Repeater Cable (USB-A M/F), 15 m (49 ft.)	\$93.30
	1	Vanco International EVOSKLZ1 HDMI audio embedder	\$252.50
	2	VDO360 VPTZH-05 TeamCam 90 FOV USB PTZ Camera with 3x Digital Zoom	\$778.00

Equipment:	\$10,002.25
Labor:	\$6,150.63
Main Building Total	\$16,152.88
Equipment Subtotal:	\$10,002.25
Labor Subtotal:	\$6,150.63
Project Subtotal:	\$16,152.88

* Price Includes Accessories

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PROJECT SUMMARY

Equipment:	\$10,002.25
Labor:	\$6,150.63

Grand Total:	\$16,152.88
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Client: Mark Pakula

Date

Contractor: Innuvo

Date

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

3/11/2020

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:

FY20-016-2

RE-RELEASE DATE:

2/26/2020

PURCHASING AGENT:

Harmoni Clealand
 754-321-0539

BID TITLE:

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS CATALOG

SECTION 1 – BIDDER ACKNOWLEDGEMENT

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

INNUVO, INC.

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☒ Check this box if address is the same as stated on the left.

Address: 3300 CORPORATE AVENUE, # 116

P.O. Box:

City: WESTON

City:

State: FLORIDA

Zip Code: 33331

State:

Zip Code:

Telephone Number: 954-581-1756

Sales Contact: AILEEN LIVERMAN

Sales E-Mail Address: ALIVERMAN@INNUVO.COM

E-mail Address to Send Purchase Orders: ALIVERMAN@INNUVO.COM

Federal Tax Identification Number: 65-0570929

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Michael Spring
 Signature of Authorized Representative (Manual)

MICHAEL SPRING

Name of Authorized Representative (Typed or Printed)

PRESIDENT/OWNER

Title of Authorized Representative

MSPRING@INNUVO.COM

E-Mail Address of Authorized Representative

SECTION 2 – SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the items indicated by the ☒ below are included with your bid.

☒ Bidder Acknowledgement *See General Condition 1	☒ Conflict of Interest Form *See General Condition 11	☒ Certificate of Debarment *See General Condition 45	☒ Bidder Preference Form *See General Condition 1 (d)
☒ Manufacturers Authorization *See Special Condition 5.23	☒ One Printed, Hard Copy of Bid	☒ Electronic Copy of Bid on Flash Drive	☒ S/M/WBE Participation Forms *See Section 6

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3 – CALENDAR

Wednesday, January 22, 2020	Re-Release of ITB FY20-016
Wednesday, March 4, 2020	Bidder's written questions due on or before 5 p.m. ET via email to harmoni.clealand@browardschools.com Note: SBBC answers to questions will be posted (on DemandStar)
Wednesday, March 11, 2020 *	Bids bids due on or before 2 p.m. ET in the Procurement Department at: Technical Support and Services Building (TSSC) 7720 West Oakland Park Blvd. Suite 323 Sunrise, Florida 33351-6704
Monday, March 16, 2020	Posting of Recommendation

NOTE: If you plan to attend the public meeting, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

**These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

SECTION 4 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services on or before 2:00 p.m. ET on date due for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDING PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Legal Opinion of Bidding Preference" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s). If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desired that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on 2/25/2020 by 5 p.m. ET, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. All documentation necessary for the protest proceedings shall be provided electronically by SBBC.

37. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754-321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/sec1/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
b) All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 5 – SPECIAL CONDITIONS AND SCOPE

- 5.1 INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Audio Visual Equipment Installation, Products and Computer Peripherals as specified herein. This bid contains two (2) groups: Group 1 is Installation and/or Service and Group 2 is Products. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee shall receive individual Purchase Orders specifying the name and "ship to" address of the various schools, departments and centers. Normal business hours vary by school, center and department, the Awardee is responsible for confirming with each location prior to attempting delivery or installation. Refer to the following definitions to ensure clarity.

5.1.1 Installation: Defined as Audio Visual equipment that is ceiling mounted or wall mounted and is a complete solution. Requires communication with SBBC's **Information Technology (IT) Department** to conduct walk through to ensure SBBC technology standards are followed, providing quote with written scope of work, and compliance with SBBC Building Department processes, guidelines and requirements in obtaining permits required for installation.

5.1.2 Assembly: Defined as Audio Visual equipment that when components assembled is a complete standalone solution.

MUST BE SUBMITTED IN TIME FOR BID OPENING:

- One (1) signed hard copy of the ITB including a printed copy of the Bid Summary Sheet.
- One (1) flash drive containing identical electronic version of the bid (pdf format preferred), Bid Summary Spreadsheet as a separate Excel (.xls) document and Excel document containing complete catalog price file.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

- 5.2 INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Harmoni Clealand, Procurement and Warehousing Services, via e-mail at harmoni.clealand@browardschools.com who is solely authorized to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Harmoni Clealand, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
- 5.3 TERM:** The term of the bid shall be for three (3) years, and may, by mutual agreement between SBBC and the Awardee(s), be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the contract shall be reduced to one year.
- 5.4 CONTRACT RENEWAL:** The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee(s), be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 5.24 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
- 5.5 AWARD:** Bid shall be awarded by **GROUP** to all responsive and responsible Bidders to establish a pool of vendors meeting all specifications, terms and conditions, offering a firm-fixed hourly rate for Group 1 and firm-fixed minimum percentage discount from manufacturer's suggested retail pricelist (MSRP) for Group 2. Hourly rate for Group 1 and Percentage discount for Group 2 offered must be stated in the spaces provided on the Bid Summary Sheet (see Section 8 for additional details). Hourly rate for Group 1 and percentage discount from MSRP for Group 2 offered must remain firm throughout the contract period. All Awardees should be in a favorable position to compete for SBBC's business, however, those who offer the lowest hourly cost and/or greatest discount shall obtain the largest volume of business.
- After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.
- 5.6 PRICING OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their firm-fixed hourly rate for Group 1 and fixed minimum percentage discount from (MSRP) for Group 2. Fixed hourly rate and minimum percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet (see Section 8 for more information) and must remain firm throughout the contract period.

Awardee may offer SBBC additional educational discounts at any time and invoice SBBC at a lower price. Supplies and equipment for the purpose of this bid shall be defined as:

5.6.1 ACCESSORY: Any catalog item whose net price is under \$1,000.00.

5.6.2 EQUIPMENT: Any catalog item whose net price is \$1,000.00 or more.

- 5.7 PRICE AUDIT:** SBBC reserves the right to audit. Awardee shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this bid to analyze and verify the satisfactory performance of the terms and conditions of this bid and to evaluate, analyze and verify the applicable business records of Awardee directly relating to this Agreement and to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year, but SBBC retains the right of audit for five (5) years after the final payment by SBBC to Awardee pursuant to this bid. Failure by Awardee to permit audit shall constitute grounds for termination of their award and shall be grounds for SBBC's denial of some or all of Awardee's claims for payment.
- 5.8 OVERCHARGES AND UNAUTHORIZED CHARGES:** If an audit conducted in accordance with section 5.7 reveals overcharges or unauthorized charges to SBBC by Awardee, the actual audit shall be paid by Awardee, refund of overcharge amount plus penalty. Awardee shall pay said sum to SBBC within twenty (20) days of receipt of written demand, unless otherwise agreed to in writing by both parties.
- 5.9 CATALOG / PRICE LIST (GROUP 2):** Bidders shall include an electronic catalog price list indicating all items Bidder can furnish. Price list shall include MSRP or list price, manufacturer's name, manufacturer's part number and item description. An Excel file is the preferred format for this catalog/price list. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Failure of the Bidder to furnish with the bid or upon request may result in disqualification of bid.
- 5.10 ADDITIONAL PRICING / BALANCE OF LINE (GROUP 2):** Bidders should indicate in the spaces provided on the Bid Summary Sheet the discount off MSRP percentage that will be used for the term of the contract for products from manufacturers otherwise not listed on the Bid Summary Sheet.
- 5.11 PRODUCT ACQUISITION (GROUP 2):** SBBC intends to establish an electronic price book capable of importing catalog/price list from Awardee. Price list shall include manufacturer name, manufacturer's part number, item description, Awardee's part number, MSRP, discount off MSRP and SBBC's net price based on discount off MSRP as defined within this bid. Awardee shall provide data to SBBC electronically, in a format to be determined by SBBC, from which SBBC can create requisitions and Purchase Orders. If MSRP changes, it is the Awardee's responsibility to supply an updated price list file.
- 5.12 NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstration or prototype equipment is not acceptable and will be rejected.
- 5.13 DELIVERY & FREIGHT:** Awardee shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida within thirty (30) days after receipt of a purchase order. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Prices shall include all delivery, handling or other costs necessary to complete an order. Delivery or freight collect shall not be allowed. SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price.
- 5.14 UNAUTHORIZED SUBSTITUTIONS:** All substitutions must be reviewed and approved by SBBC's Information & Technology Department; in addition to a change purchase order being issued prior Awardee proceeding with order.
- 5.15 RE-STOCKING:** SBBC will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.
- 5.16 INSTALLATION (GROUP 1):** It shall be the responsibility of the Awardee to include on-site, inside delivery, installation and placement of all audio visual products and to assure satisfactory operation of all features. Installation and/or placement cost must be included in the quote with written scope describing specific installation service work to be performed by Awardee. All installation work shall be scheduled with the school, center or department and the Awardee shall provide all necessary items for a complete and functional installation. All installation work must be performed by SBBC Pre-Qualified Contractors pursuant to the Florida State Requirement for Educational Facilities (SREF) and SBBC policy 7003.1. To become a SBBC Pre-Qualified Contractor, follow the process located at:
<http://schoolboardofbrowardcounty.supplier.ariba.com/register>

Although being a SBBC Pre-Qualified Contractor is not a requirement to submit a bid for this ITB, only Awardees who are also SBBC Pre-Qualified Contractors shall perform installation. Throughout the term of the bid, any Awardee who becomes a SBBC Pre-Qualified Contractor will be added to the list of vendors awarded for Group 1 (if such pricing was included with their bid). Likewise, any Awardee who fails to maintain their Construction Pre-Qualified status or fails to comply with all construction requirements will be removed from the list of vendors awarded for Group 1.

- 5.17 NOT IN SCOPE:** Electrical installation is not included as part of the scope of work for this bid. Bidders should be aware that electrical work must be provided by SBBC Physical Plant Operations (PPO) Department or SBBC awarded electrical vendor. Network data cabling is not included as part of the scope of work for this bid. Bidders should be aware that network data cabling work must be provided by SBBC awarded cabling infrastructure vendor.
- 5.18 PERMITS (GROUP 1):** Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Additional information may be found at: <https://webappe.browardschools.com/buildingdepartment/>. Completed work must be inspected by SBBC Building Department. Any work completed by Awardee that fails inspection may be subjected to a re-inspection fee, which is the sole responsibility of the Awardee.
- 5.19 BUILDING CODES (GROUP 1):** Awardee shall comply with SREF, Florida Building Codes and SBBC building codes. For more information about SBBC building design standards, please use the following link:
<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>
- 5.20 AS-BUILT DRAWINGS (GROUP 1):** Awardee must provide As-Built drawings required by the SBBC Building Department and shall charge a single, flat rate which will not increase if additional drawings are required.
- 5.21 ADDITIONAL LABOR (GROUP 1):** SBBC reserves the right to add labor and/or services not itemized on the Bid Summary Sheet (Group 1) during the term of the contract as it deems necessary. SBBC reserves the right to negotiate a total dollar amount or a non-to-exceed amount for a specific project rather than pricing based per hour. The cost of the additional services will be based upon a specific scope of work. The scope of this bid shall also include service labor alone; where no product is being purchased with installation.
- 5.22 ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee will be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee will be responsible for any disposition charges.
- 5.23 MANUFACTURER'S CERTIFICATION:** Awardee shall supply certification from the product manufacturer confirming that Awardee is an authorized dealer to sell, warranty and service that manufacturer's product, upon request from SBBC. Any Awardee who fails to provide certification at any time during the course of the contract within 72-hours of request shall be prohibited from providing products impacted until certification is provided.
- 5.24 BRAND STANDARDIZATION:** In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as correction is made to the satisfaction of SBBC.
- 5.25 BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 9, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** The State of Florida provides a bidding preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Legal Opinion of Bidding Preference" form, Section 9, Attachment D, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion, however, the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.
- 5.26 MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit which Awardee shall be expected to fill. Orders shall be filled as received and are not to be delayed in order to process in a "batch". Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to various schools, departments and centers within Broward County, Florida.
- 5.27 VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage to fill their orders at the lowest price.
- 5.28 PRICE ADJUSTMENTS:** Hourly prices (Group 1) or percentage discount (Group 2) offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 5.29 PRICE REDUCTIONS:** If the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

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- 5.30 FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
- 5.31 INSTRUCTION MANUALS:** Awardee shall furnish instruction manuals, if requested. Manuals shall contain definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures. Electronic manuals or links to electronic pdfs are acceptable.
- 5.32 INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT: Purchase Order number, Complete description of the items, Serial numbers (if applicable), Itemized in same method as Purchase Order, Total dollar amount shall be net, Back-ordered items should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.
- 5.33 KIT INVOICES:** SBBC may develop standard "kits" containing the most commonly ordered items or services as a kit that includes all necessary items and components for purchases such as: wall mounted display, ceiling mounted projector, etc. Kits would be assigned a SAP Material number (six (6) digit code) by SBBC with detailed description describing all components contained in the kit. Awardee shall invoice all kits complete as single line item with lump total price for entire kit to mirror how the purchase order will be generated. Invoice to be generated upon SBBC approval and acceptance of installed products.
- 5.34 LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that are 100% lead free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**
- 5.35 ADDITIONAL VENDORS:** SBBC reserves the right to increase the pool of vendors during the term of the contract, if deemed necessary by SBBC. Procurement & Warehousing Services will release a new ITB for new vendors to submit a bid. Bids will have to be submitted, evaluated, and approved under the same terms and conditions as the original ITB. Those vendors who have already been awarded under this ITB will not need to resubmit a bid; they will already be in the pool of Awarded vendors. Regardless as to the year a vendor is added, all awards will be terminated at the end of the ITB term stated herein.
- 5.36 PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 5.37 WARRANTY (GROUP 1):** The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a minimum period of **one year for all items** after date of delivery and installation to provide SBBC with an "on-site" warranty. In the event a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties.
- 5.38 WARRANTY (GROUP 2):** Warranty shall begin after delivery and acceptance by SBBC's end user. Manufacturers that offer SBBC longer warranty periods supersedes the standard warranty term. Awardee shall provide manufacturer's standard warranty, SBBC's special warranty offer from manufacturer or one year (1), which ever period is greater, on all bid items. Awardee is responsible for repairing each unit during the warranty period, at no cost to SBBC. All warranty work shall be complete within fifteen (15) days from receipt of request or a temporary replacement provided.
- 5.39 W-9 FORMS:** All Bidders are requested to complete a W-9 form, it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and submit with their bid.
- 5.40 SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM

- 6.1 SUPPLIER DIVERSITY OUTREACH PROGRAM:** SBBC's Supplier Diversity Outreach Program (SDOP) administers a Small/Minority/Women Business Enterprise (S/M/WBE) Program. S/M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women, and is an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration.

SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321 0505 with questions or concerns.

- 6.2 The following Affirmative Procurement Initiative (API) is applied to this solicitation (All SBBC Certified S/M/WBEs are considered SBEs):**

- 6.2.1 Group 1: The SBE Subcontracting Goal Program.** An SBE Subcontracting Goal of eight percent (8%) is established for this solicitation. Prime bidders if awarded shall commit to subcontracting 8% of the total contract value to a SBBC Certified SBE. (All SBBC Certified S/M/WBEs are considered SBEs).

- 6.2.2 Group 2: Voluntary S/M/WBE Distributorship Development Program.** The SBBC encourages manufacturers to establish authorized dealerships or distributorships with S/M/WBE suppliers of their products on a non-discriminatory basis.

The S/M/WBE distributorship shall perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerate payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices. Please go to the following link to view the current list of SBBC-Certified firms: <https://www.browardschools.com/Page/32119>

The Bidder must indicate the extent and nature of the SBE work with specificity, as described in this solicitation, by completing the **Form 00475 and Form 00470 (see Attachment A)**. The Statement of Intent submitted with the proposal reflects the intent to subcontract SBE firms. Additionally, it will detail the scope of work and dollar amount to perform for each Subconsultant/Subcontractor. If the bidder is unable to meet the SBE participation Goal, the bidder should include in its solicitation submittal a SBE Participation Good Faith Effort Form and all the required supporting information (see Attachment A). If Bidder is SBBC Certified SBE Firm with intent to self-perform, Bidder must identify itself as an SBE by completing the **Form 00475**.

Awardee scheduling SBE subcontracting participation will be required to submit a SBE Monthly Subconsultant/Subcontractor Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE Subconsultant/Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the SBE received payment or not, until all committed remuneration has been received by the SBE.

An SBE is a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined herein. SDOP encourages all small and minority business owners to become a certified E/S/M/WBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for E/S/M/WBE certification, and to view our upcoming outreach events and educational workshops. For questions regarding certification ONLY contact SDOP team at (754) 321 0584. Questions related to this solicitation should be directed ONLY to the Purchasing Agent.

The Bidder must identify itself as an SBBC-Certified SBE firm, by completing the **Form 00475 and Form 00470 (see Attachment A)**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.

SECTION 7 – INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following minimum insurance requirements throughout the term of this Agreement.

- 7.1 General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 7.2 Professional Liability/Errors & Omissions.** Limits of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 7.3 Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 7.4 Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- 7.4.1** If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following: _____
(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.
- 7.5 Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 7.6 Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk management Department before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter. Awardee must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- 7.7 Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 7.7.1** The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 7.7.2** All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 7.7.3** Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 7.8 Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 7.9** The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 8 – BID SUMMARY SHEET

BID SUMMARY SHEET: The Bid Summary Sheet is an Excel spreadsheet available with this ITB via DemandStar. The Bid Summary Sheet contains specific brands and type of hourly labor rates.

Bidders **MUST** complete the Bid Summary Sheet electronically. No handwritten summary sheets will be accepted.

The Excel Bid Summary Sheet contains four (4) tabs. Screenshots of the tabs are below.

TAB 1 = Representative Tab: Complete all fields. Screenshot of tab follows:

The screenshot shows the 'Representative' tab of the Excel spreadsheet. The header includes the Broward County Public Schools logo and the text 'Procurement & Warehousing Services'. Below this, it specifies 'Broward County Public Schools' and 'Bid # FY20-016-2'. The main title is 'AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG'. A red instruction box states: 'Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.' Below this, there is a table for 'Bidder Info' with the following fields: Company Name, Individual to contact for quotes, Email to obtain quotes, Phone number for assistance with quotes, Individual to contact for customer service (returns etc), Customer Service Email, Customer Service Phone Number, and MWBE Certification*. The bottom of the spreadsheet shows the tab names: REPRESENTATIVE, GROUP 1-SERVICES, and GROUP 2-PRODUCTS DISCOUNT LIST.

TAB 2 = GROUP 1 – SERVICES: Complete all fields. Screenshot of tab follows:

The screenshot shows the 'GROUP 1 - SERVICES' tab of the Excel spreadsheet. The header is identical to the Representative tab. Below the header, there is a yellow box labeled 'COMPANY NAME:'. This is followed by a blue box with the text 'BID SECTION 8 - BID SUMMARY SHEET' and 'GROUP 1 - HOURLY LABOR RATE & AS-BUILT RATE'. Below this, there are instructions to the bidder: '1. Enter your FLAT PERMIT PLAN RATE and FLAT AS-BUILT RATE followed by HOURLY LABOR RATES as indicated below.' and '2. Submit electronic (.xls) and printed copy with your bid.' Below the instructions, there are two rows for rates: 'PERMIT PLANS - FLAT RATE: (See ITB section 5.18 for additional details)' and 'AS-BUILT DRAWINGS - FLAT RATE: (See 5.20 for additional details)'. Each row has a dollar sign and a blank space for the rate. At the bottom, there is a table for 'SERVICE TYPE' with columns for REGULAR, OVERTIME, OVERNIGHT, HOLIDAY, and WEEKEND. The bottom of the spreadsheet shows the tab names: REPRESENTATIVE, GROUP 1-SERVICES, and GROUP 2-PRODUCTS DISCOUNT LIST.

Continue to the next page additional screen shots of Excel tabs.

TAB 3 = GROUP 2 – PRODUCTS DISCOUNT LIST: Complete all fields. If additional information is needed, see ITB Section 5, item 5.10. Screenshot of tab follows:

A	B	C	D
	 Procurement & Warehousing Services Broward County Public Schools		Bid # FY20-016-2
	AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG		
	COMPANY NAME:		
	BID SECTION 8 - BID SUMMARY SHEET GROUP 2 - PRODUCTS DISCOUNT SCHEDULE		
	Instructions to Bidder: 1. Enter the discount off MSRP percentage as indicated below. 2. Blank rows provided below for bidder use, if needed (DO NOT LIST ANY OF THE BRANDS BELOW AGAIN IN THE BLANK ROWS - USE THE ROWS PROVIDED BY SBBC) 3. Submit electronic (.xls) and printed copy with your bid.		
	BALANCE OF LINE ITEMS (SEE ITB SECTION 5, ITEM 5.10)		Minimum Discount off MSRP
	REPRESENTATIVE	GROUP 1-SERVICES	GROUP 2-PRODUCTS DISCOUNT LIST

TAB 4 = GROUP 2 – PRODUCTS (SBBC AV STANDARDS) LIST: Complete all fields. If additional information is needed, see ITB Section 5, item 5.10. Screenshot of tab follows:

A	B	C	D	E	F
	 Procurement & Warehousing Services Broward County Public Schools		AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERI		
	COMPANY NAME:				
	BID SECTION 8 - BID SUMMARY SHEET GROUP 2 - PRODUCTS (SBBC AV STANDARDS)				
	Instructions to Bidder: 1. Provide pricing for the list below which contains SBBC AV Standards (no substitutions, please - except projector bulb is no longer available). 2. Submit electronic (.xls) and printed copy with your bid.				
	Manufacturer	Mfg Item #	Item Description	Mfg List Price	SBBC Price
	Recordex	ST-650U	SimplicityTouch 65" Interactive Panel (5-year warranty)	\$ -	\$ -
	Recordex	ST-700U	SimplicityTouch 70" Interactive Panel (5-year warranty)	\$ -	\$ -

Continue to the next page additional screen shots of Excel tabs.

TAB 5 = CATALOG PRICE LIST: See Section 5, item 5.11 above regarding this tab. Bidder can use this tab or can use their own list.
Screenshot of tab follows:

A	B	C	D	E	F	G	H	I																					
		Procurement & Warehousing Services																											
		Broward County Public Schools																											
					Bid #FY20-016-2																								
					AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG																								
COMPANY NAME:																													
BID SECTION 8 - BID SUMMARY SHEET																													
GROUP 2 - CATALOG PRICE LIST																													
* See Section 5, item 5.11 - Bidder's can use this form, or any other electronic file they prefer.																													
Instructions to Bidders:																													
1. SBBC intends to create an internal AV pricing tool and needs the below fields populated.																													
2. This form may be used, but is not required.																													
<table border="1"><thead><tr><th>BIDDER</th><th>MEG NAME</th><th>ITEM DESCRIPTION</th><th>MSRP</th><th>DISCOUNT</th><th>SBBC NET</th><th>BIDDER COMMENTS</th></tr></thead><tbody><tr><td colspan="7">GROUP 2-PRODUCTS (STANDARDS)</td></tr><tr><td colspan="7">CATALOG PRICE LIST</td></tr></tbody></table>									BIDDER	MEG NAME	ITEM DESCRIPTION	MSRP	DISCOUNT	SBBC NET	BIDDER COMMENTS	GROUP 2-PRODUCTS (STANDARDS)							CATALOG PRICE LIST						
BIDDER	MEG NAME	ITEM DESCRIPTION	MSRP	DISCOUNT	SBBC NET	BIDDER COMMENTS																							
GROUP 2-PRODUCTS (STANDARDS)																													
CATALOG PRICE LIST																													

SECTION 9 – FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

Refer to Section 6 for more information about the Supplier Diversity Outreach Program (SDOP). Some forms below **MUST** be submitted with bid. Forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>

1. FORM 00485 - UTILIZATION REPORT

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period:	S/M/WBE Contract Goal:	Contract Completion Date:					
		to						
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	STATUS CERTIFIED BY SBR/C (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. FORM 00475 - PARTICIPATION FORM SCHEDULE * MANDATORY FOR GROUP 1 *

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment				
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE						
DATE						
SOLICITATION INFORMATION						
Contract #:	Project Start Date:					
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:					
	Phone #:					
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

3. FORM 00470 – STATEMENT OF INTENT TO PERFORM * MANDATORY FOR GROUP 1 *

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
☐ Individual ☐ Partnership ☐ Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**

DATE: _____

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION	
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were	

- For information on S/M/WBE Certified Vendors, please contact the Supplier Diversity Outreach Program Office (754) 321-0550, or online at: <https://www.browardschools.com/Page/32544>
- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <https://www.browardschools.com/Page/37754>
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

ATTACHMENT B – CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS

BIDDER'S NAME: INNUVO, INC.

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.


Signature

Michael Spring

Printed Name

ATTACHMENT C – DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS (See General Condition 45)

MUST BE COMPLETED BY ALL BIDDERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

INNUVO, INC.

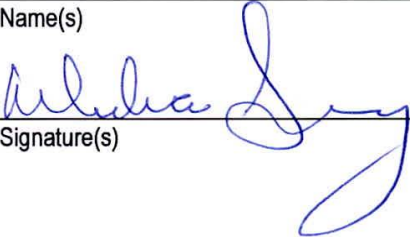
Organization Name

Michael Spring

President/Owner

Name(s)

Title(s) of Authorized Representative(s)



3/2/2020

Signature(s)

Date

ATTACHMENT C – INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

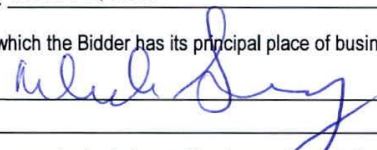
ATTACHMENT D – BIDDING PREFERENCE

LEGAL OPINION OF BIDDING PREFERENCE (See General Condition 1 (d))

MUST BE COMPLETED BY ALL BIDDERS

Bidder (Firm) Name: INNUVO, INC.

Identify the state in which the Bidder has its principal place of business: FLORIDA

Bidder's Signature: 

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORKPLACE

BIDDER'S NAME: INNUVO, INC.

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by Michael Spring, President

(Print individual's name and title)

for INNUVO, INC.

(Print name of entity submitting sworn statement)

whose business address is

3300 Corporate Avenue, # 116

Weston. FL 33331

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0570929

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on - or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this 2 day of March, 2020.

Personally known X

Produced Identification _____

(Type of Identification)

Form #4530-83



Notary Public – State of Florida

My commission expires: May 21, 2022

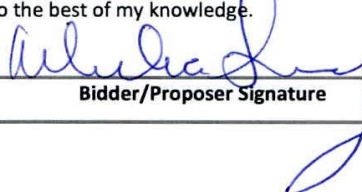
(Printed, typed, or stamped commissioned name of notary public)



**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE 03/02/2020

SOLICITATION INFORMATION						
Contract #:	FY20-016-2			Project Start Date:	01/01/2020	
Project Name:	AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS CATALOG					
Project Location:	Broward County					
Bidder/Proposer:	Innuvo, Inc.					
Address:	3300 Corporate Ave., #116					
Contact Person:	Aileen Liverman	Email Address:	aliverman@innuvo.com	Phone #:	954-581-1756	
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer	Innuvo, Inc.	3300 Corporate Ave., #116 Weston, FL 33331	954-581-1756	All required	100 %	\$ 8,200,000.00
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor	Innuvo, Inc.	3300 Corporate Ave., #116 Weston, FL 33331	954-581-1756	All required	100 %	\$ 8,200,000.00
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$ 8,200,000.00
TOTAL CONTRACT AMOUNT:					\$ 8,200,000.00	

BIDDER/PROPOSER SIGNATURE		
The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.		
 Bidder/Proposer Signature	Michael Spring, President Name & Title (Print)	03/02/2020 Date



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: FY20-016-2

CONTRACT #: FY20-016-2

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Innuvo, Inc. _____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual

☐ Partnership

☒ Corporation

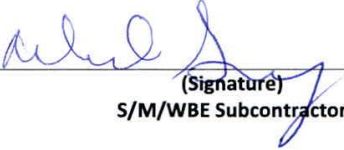
The S/M/WBE subcontractor will enter into a formal agreement with Innuvo, Inc. _____
(Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	All Audio Visual Equipment Installations and Products as pertains to SBBC needs	\$ 8,200,000.00	100.00 %
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$ 8200000	100 %

S/M/WBE SUBCONTRACTOR SIGNATURE

 _____ (Signature) S/M/WBE Subcontractor	President _____ Title
Innuvo, Inc. _____ (Print) Name of S/M/WBE Subcontractor	03/02/2020 _____ Date

Procurement & Warehousing Services • 7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 • (754) 321-0505
www.BrowardSchools.com/SDOP



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

Bidder Info

Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.

Company Name	Innuvo, Inc.
Individual to contact for quotes	Aileen Liverman
Email to obtain quotes	aliverman@innuvo.com
Phone number for assistance with quotes	954-581-1756
Individual to contact for customer service (returns etc)	Aileen Liverman
Customer Service Email	aliverman@innuvo.com
Customer Service Phone Number	954-581-1756
MWBE Certification*	
Agency Issuer*	

**Review General Condition 52 prior to completing*

Summary Sheet Instructions:

- 1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
- 2.) All Fields in the Bidder Information box (above) should be filled in

Thank you for your cooperation!



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

BID SECTION 8 - BID SUMMARY SHEET
GROUP 1 - HOURLY LABOR RATE & AS-BUILT RATE

Instructions to Bidder:

1. Enter your FLAT PERMIT PLAN RATE and FLAT AS-BUILT RATE followed by HOURLY LABOR RATES as indicated below.
2. Submit electronic (.xls) and printed copy with your bid.

PERMIT PLANS - FLAT RATE: (See ITB section 5.18 for additional details)		\$ 600.00			
AS-BUILT DRAWINGS - FLAT RATE: (See 5.20 for additional details)		\$ 400.00			
SERVICE TYPE	REGULAR HOURLY RATE	OVERTIME HOURLY RATE	OVERNIGHT HOURLY RATE	HOLIDAY HOURLY RATE	WEEKEND HOURLY RATE
General Installation or Service: One person per hour labor rate	\$ 80.00	\$ 120.00	\$ 120.00	\$ 160.00	\$ 120.00
General Installation or Service: Per hour rate for each additional person	\$ 80.00	\$ 120.00	\$ 120.00	\$ 160.00	\$ 120.00
Advanced Installation or Service: One person per hour labor rate	\$ 100.00	\$ 150.00	\$ 15.00	\$ 200.00	\$ 150.00
Advanced Installation or Service: Per hour rate for each additional person	\$ 100.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 150.00
Audio Engineer: One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Audio Engineer: Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Lighting or Stage Engineer: One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Lighting or Stage Engineer: Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Emergency Service (Onsite within 2 hours): One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Emergency Service (Onsite within 2 hours): Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

BID SECTION 8 - BID SUMMARY SHEET
GROUP 2 - PRODUCTS DISCOUNT SCHEDULE

Instructions to Bidder:

1. Enter the discount off MSRP percentage as indicated below.
2. Blank rows provided below for bidder use, if needed (DO NOT LIST ANY OF THE BRANDS BELOW AGAIN IN THE BLANK ROWS - USE THE ROWS PROVIDED BY SBBC)
3. Submit electronic (.xls) and printed copy with your bid.

BALANCE OF LINE ITEMS (SEE ITB SECTION 5, ITEM 5.10)	Minimum Discount off MSRP
Equipment from any other brand manufacturer not listed below	10.00%
Accessory from any other brand manufacturer not listed below	10.00%
BRAND OR MANUFACTURER	Minimum Discount off MSRP
AmpliVox Equipment	
AmpliVox Accessory	
Anchor Audio Equipment	
Anchor Audio Accessory	
Audio Technica Equipment	
Audio Technica Accessory	
Boxlight (Mimio) Equipment	
Boxlight (Mimio) Accessory	
Bretford Equipment	
Bretford Accessory	
C2G (Cables To Go) Accessory	20.00%
Califone Equipment	
Califone Accessory	
Canon Equipment	
Canon Accessory	
Chief Equipment	15.00%
Chief Accessory	15.00%
Da-Lite Equipment	15.00%
Da-Lite Accessory	15.00%
Draper Equipment	10.00%
Draper Accessory	10.00%
Elmo Equipment	
Elmo Accessory	
Epson Equipment	
Epson Accessory	
Extron Equipment	25.00%
Extron Accessory	25.00%
LocknCharge (peripheral carts) Equipment	
LocknCharge (peripheral carts) Accessory	
Jar Systems LLC (peripheral carts) Equipment	
Jar Systems LLC (peripheral carts) Accessory	
Kensington Accessory	
Logitech Accessory	
Manfrotto Equipment	
Manfrotto Accessory	
NewTek (TriCaster) Equipment	

NewTek (TriCaster) Accessory	
Nikon Equipment	
Nikon Accessory	
Peavey Equipment	
Peavey Accessory	
Promethean Equipment	
Promethean Accessory	
Recordex Equipment	
Recordex Accessory	
SanDisk Accessory	
Shure Equipment	10.00%
Shure Accessory	10.00%
Smart Equipment	
Smart Accessory	
Sony Equipment	
Sony Accessory	
Varitronics (VariQuest) Equipment	
Varitronics (VariQuest) Accessory	
Vivitek (NovoPro) Equipment	5.00%
Vivitek (NovoPro) Accessory	5.00%
Yamaha Equipment	
Yamaha Accessory	
American Time and Signal Equipment	
American Time and Signal Accessory	
Bogen Equipment	15.00%
Bogen Accessory	15.00%
Daktronics Equipment	
Daktronics Accessory	
Edco Equipment	
Edco Accessory	
Electro-mech Equipment	
Electro-mech Accessory	
ESE Equipment	
ESE Accessory	
Fairplay Equipment	
Fairplay Accessory	
Lathem Equipment	
Lathem Accessory	
Nevco Equipment	
Nevco Accessory	
Tecnec Equipment	5.00%
Tecnec Accessory	5.00%
Blank rows below are for additional manufacturers for informational purposes only. DO NOT REPEAT ANY OF THE ABOVE. Bidders do not need to enter additional, as row 9 & 10 cover any brand not listed above.	
JBL	15.00%
Atlona	15.00%
Middle Atlantic	25.00%
NEC	10.00%
LG	1.00%
Vaddio	5.00%
Crown	25.00%
BSS	25.00%
DBX	10.00%
SoundCraft	1.00%
Atlas Equipment	22.00%



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

BID SECTION 8 - BID SUMMARY SHEET
GROUP 2 - PRODUCTS (SBBC AV STANDARDS)

Instructions to Bidder:

1. Provide pricing for the list below which contains SBBC AV Standards (no substitutions, please - except projector bulbs if the OEM bulb is no longer available).
2. Submit electronic (.xls) and printed copy with your bid.

Manufacturer	Mfg Item #	Item Description	Mfg List Price	SBBC Price	Discount off List
Recordex	ST-650U	SimplicityTouch 65" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-700U	SimplicityTouch 70" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-750U	SimplicityTouch 75" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-860U	SimplicityTouch 86" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	SC8zAF	SimplicityCam Document Camera 8 Mega Pixel	\$ -	\$ -	#DIV/0!
Recordex	IMMPad SE	SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	ST-PEN	Replacement Stylus/Pen for SimplicityTouch IFP	\$ -	\$ -	#DIV/0!
Recordex	ST-REMOTE	Replacement Remote Control for SimplicityTouch IFP	\$ -	\$ -	#DIV/0!
Recordex	ST-USB-A	5-Meter Active USB Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-HDMI	5-Meter HDMI Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-VGA	10-Foot VGA Cable with Stereo Audio for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-POWER	Power Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-AC	Replacement AC Adapter for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-ANT	Replacement Antenna for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-CBL	Replacement 1/4" to 1/8" Stereo Cable for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-REC	Replacement Receiver for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-TX	Replacement Microphone for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-BATT	Replacement Battery for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	SE-PEN	Replacement Stylus/Pen for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SE-PENS-NIBS	Replacement Nibs for SimplicitySlate Stylus	\$ -	\$ -	#DIV/0!
Recordex	SE-USBCABLE	Replacement USB Cable for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SE-USBREC	Replacement USB Dongle/Receiver for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SC5ZMA	Microscope Adapter for SimplicityCam	\$ -	\$ -	#DIV/0!
Recordex	SC-USB-CABLE	Replacement USB Cable for SimplicityCam	\$ -	\$ -	#DIV/0!
Vivitek	NP2000US	NovoPro Collaboration System	\$ 799.00	\$ 625.00	21.777%
Chief	LFAUB	Large Fusion Manual Height Adjustable Floor AV Stand (flat based stand)	\$ 1,364.00	\$ 1,159.00	15.029%
Chief	LPAUB	Large Fusion Manual Height Adjustable Mobile AV Cart (wheel based stand)	\$ 1,250.00	\$ 1,062.00	15.040%
Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount	\$ 373.00	\$ 317.00	15.013%
Promethean	AP7-U65-NA-1	ActivPanel 65" Interactive Panel with ActivConnect OPS-G - 1 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	AP7-B70-NA-1	ActivPanel 70" Interactive Panel with ActivConnect OPS-G - 1 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	AP7-B75-NA-1	ActivPanel 75" Interactive Panel with ActivConnect OPS-G - 2 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!

Promethean	AP7-B86-NA-1	ActivPanel 86" Interactive Panel with ActivConnect OPS-G - 4 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	1598490	ActivPanel Non-Adjustable Mobile Stand	\$ -	\$ -	#DIV/0!
Promethean	1526331	ActivPanel Height-Adjustable Mobile Stand	\$ -	\$ -	#DIV/0!
Elmo	1349	TT-12iD Document Camera	\$ -	\$ -	#DIV/0!
Epson	V11H860020	PowerLite 108 Projector	\$ -	\$ -	#DIV/0!
Epson	V11H746520	PowerLite 680 Projector	\$ -	\$ -	#DIV/0!
Epson	V11H745520	PowerLite 675W Projector	\$ -	\$ -	#DIV/0!
Epson	V11H744520	PowerLite 685W Projector	\$ -	\$ -	#DIV/0!
Epson	V11H741522	PowerLite 685Wi Projector	\$ -	\$ -	#DIV/0!
Epson	V11H740522	PowerLite 695Wi Projector	\$ -	\$ -	#DIV/0!
Epson	V11H908020	PowerLite L500W Projector	\$ -	\$ -	#DIV/0!
Epson	V12H777020	Ultra-Short Throw Wall Mount	\$ -	\$ -	#DIV/0!
LG	LGE43UT640S0UA	LG 43in UHD Commercial LED TV (3 year warranty)	\$ 756.00	\$ 748.00	1.058%
LG	LGE49UT640S0UA	LG 49in UHD Commercial LED TV (3 year warranty)	\$ 831.00	\$ 822.00	1.083%
LG	LGE55UT640S0UA	LG 55in UHD Commercial LED TV (3 year warranty)	\$ 938.00	\$ 928.00	1.066%
LG	LGE65UT640S0UA	LG 65in UHD Commercial LED TV (3 year warranty)	\$ 1,113.00	\$ 1,101.00	1.078%
LG	LGE75UT640S0UA	LG 75in UHD Commercial LED TV (3 year warranty)	\$ 2,188.00	\$ 2,166.00	1.005%
LG	LGE86UT640S0UA	LG 86in UHD Commercial LED TV (3 year warranty)	\$ 3,938.00	\$ 3,898.00	1.016%
Peerless	PERST660P	Universal Tilt Wall Mount for 39-80in TV	\$ 282.00	\$ 125.00	55.674%
Peerless	PERST640	Universal Wall Mount for 32-60in TV	\$ 180.00	\$ 100.00	44.444%
Peerless	PERSA746PU	Articulating Wall Mount for 22-50in TV	\$ 303.00	\$ 200.00	33.993%
Epson	V13H010L34	ELPLP34 Lamp for Projectors 62C/82C/76C	\$ -	\$ -	#DIV/0!
Epson	V13H010L36	ELPLP36 Lamp for Projector S4	\$ -	\$ -	#DIV/0!
Epson	V13H010L37	ELPLP37 Lamp for Projector 6100i	\$ -	\$ -	#DIV/0!
Epson	V13H010L38	ELPLP38 Lamp for Projectors 1700C/1705C/1710C/1715C	\$ -	\$ -	#DIV/0!
Epson	V13H010L41	ELPLP41 Lamp for Projectors S5/S5+/S6/77C	\$ -	\$ -	#DIV/0!
Epson	V13H010L42	ELPLP42 Lamp for Projectors 83/83+/822/822+/400W/EX90	\$ -	\$ -	#DIV/0!
Epson	V13H010L45	ELPLP45 Lamp for Projector 6110i	\$ -	\$ -	#DIV/0!

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Innuvo Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3300 Corporate Avenue, Suite 116	6 City, state, and ZIP code Weston, FL 33331
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
6	5		-	0	5	7	0	9 2 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ► *Valerie Sattler*

Date ► April 16th, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Supplier Diversity Outreach Program

THIS CERTIFICATE IS AWARDED TO

INNUVO, INC.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small Business Enterprise (SBE)

Non-Minority

ON THIS DAY: November 20, 2019



Jasmine M. Jones
Manager, Supplier Diversity Outreach Program



CERTIFICATION #: WS1988994279

Expiration Date: November 19, 2021



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 TEL 754-321-0505 FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com/PWS

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Broward County, Florida

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Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

November 7, 2019

Michael Spring, President
Innuvo Inc.
3300 Corporate Avenue, Suite 116
Weston, FL 33331

**SUBJECT: RECOMMENDATION TO APPROVE CONTRACTOR
PRE-QUALIFICATION CERTIFICATION**

Dear Mr. Spring:

This letter shall certify that on November 6, 2019, The School Board of Broward County, Florida (SBBC) approved certification of Innuvo Inc. as a pre-qualified contractor in **State Certified Alarm System Contractor II** with a per project limit of \$758,656 and an aggregate limit of \$5,000,000. As such, your firm has certain rights and privileges according to School Board Policy 7003.1, including the following:

- The right to submit bids up to the per project and aggregate limits approved by SBBC.
- Contractor Pre-Qualification Certification for one year from the date of SBBC approval.
- Annual renewal of your firm's certification by submission of updated information within thirty, (30) days of receipt of notification.

In the event the status of your firm changes, your firm is required to notify, in writing, the Office of Procurement & Warehousing Services of the updated information. Failure to report changes that affect the ownership and control of your firm may result in revocation of your certification. In addition, your firm is subject to periodic performance evaluations that could result in delinquency and may furthermore, result in suspension or revocation of your pre-qualified status.

To request a change in your firm's pre-qualification status, pertinent documentation is required to justify the requested action, including but not limited to, proof of expertise, licensure, and business history.

Please be advised that Contractor Pre-Qualification Certification is not a guarantee that your firm will receive work.

If you should have any further questions, please contact my office at (754) 321-0505.

Sincerely,

Shari Francis
Manager, Construction Sourcing

SF/kb



Educating Today's Students to
Succeed in Tomorrow's World



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company
3250 N. 29th Ave
Hollywood, FL 33020

CONTACT

NAME

PHONE

[A/C, No, Ext]

E-MAIL

ADDRESS

954-963-6666

FAX

[A/C, No]

954-963-9776

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins. Co.

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Innuvo Inc
Privid Eye Systems Corp
3300 Corporate Avenue, Suite 116
Weston FL 33331

COVERAGES

CERTIFICATE NUMBER: 54160736

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	☒	PHPK2099140	2/21/2020	2/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB711853	2/21/2020	2/21/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omission		PHPK2099140	2/21/2020	2/21/2021	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured with respect to general liability as per written contract. The general liability policy is on a primary and non-contributory basis as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Broward County, Florida
c/o EXIGIS Risk Management Services
PO Box 4668-ECM
New York NY 10163-4668

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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54160736 | 122987 | 20/21 Master | Kacie Rivera | 2/18/2020 4:21:06 PM (EST) | Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wexler Insurance Agency, Inc. 1120 Ponce de Leon Blvd Coral Gables FL 33134	CONTACT NAME: Laura Dwyer PHONE (A/C, No, Ext): (305) 445-5050 FAX (A/C, No): (305) 448-8189 E-MAIL: ldwyer@ijb-usa.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Innuvo Inc 3300 Corporate Avenue Suite 116 Weston FL 33331	NAIC #

COVERAGES

CERTIFICATE NUMBER: CL2012312273

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			N/A	TWC3837301	01/20/2020	01/20/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Michael Spring Lic #EG13000186

CERTIFICATE HOLDER

The School Board of Broward County, Fl c/o EXIGIX Management Services P.O. Box 4668-ECM New York NY 10163-4668	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Mark Wilkinson Insurance & Financial Services, Inc 10131 W Oakland Park Blvd Sunrise, FL 33351	CONTACT NAME: PHONE (A/C, No, Ext): 954-748-9501 FAX (A/C, No): 954-749-8574 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Innuvo, Inc 3300 Corporate Ave Ste 116 Weston, FL 33331	NAIC # 25178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						\$
A	AUTOMOBILE LIABILITY	Y		E35 5309-F14-59	12/14/2019	06/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO			222 0563 D16 59	04/16/2020	10/16/2020	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒			G42 5796-D10-59	04/10/2020	10/10/2020	BODILY INJURY (Per accident) \$
	HIRED AUTOS ☒ NON-OWNED AUTOS ☒			G42 5797-D10-59	04/10/2020	10/10/2020	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A ☐				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Broward County, Florida, c/o
EXIGIS Risk Management Services, P. O. Box 4668-ECM,
New York, New York 10163-4668

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Procurement & Warehousing Services

Broward County Public Schools

REVISED RECOMMENDATION TABULATION

ITB #:	<u>FY20-016-2 RE-BID</u>	Tentative Board Meeting Date*: <u>MAY 2020</u>				
ITB Title:	<u>AUDIOVISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS (CATALOG)</u>	p	# Notified:	<u>705</u>	# Downloaded:	<u>42</u>
			# of Responses Rec'd:	<u>26</u>	# of "No Bids":	<u>1</u>
For:	<u>DISTRICT-WIDE</u>	ITB Opening Date:	<u>MARCH 11, 2020</u>			
	(School/Department)					
Fund:	<u>ASSORTED BUDGETS</u>	Advertised Date:	<u>FEBRUARY 26, 2020</u>			

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **04/21/2020 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

VENDOR(S) NAME(S)

ADVANCED DOCUMENT SOLUTIONS, INC
AGC ELECTRIC INC *
ASC-AUTOMATED SYSTEMS CONSULTING, INC. *
AUDIO VIDEO SYSTEMS, INC *
AUDIO VISUAL SYSTEM INTEGRATORS, LLC *
BROADWAY TYPEWRITER COMPANY INC. D/B/A AREY JONES EDUCATIONAL SOLUTIONS
CAMCOR, INC
CDW GOVERNMENT LLC
CLASSROOM OUTFITTERS, LLC *
DAKTRONICS, INC
GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS
INNUVO, INC *
JLS SECURITY, LLC *
MDT TECHNOLOGIES, INC *
MUSIC ARTS ENTERPRISES, INC., MAE *
NDR CORPORATION
OFFICE DEPOT, INC
PRESIDIO NETWORKED SOLUTIONS LLC
PRO SOUND INC D/B/A STAGE EQUIPMENT AND LIGHTING
PYRAMID SCHOOL PRODUCTS
SCHOOL SPECIALITY, INC
SHARP ELECTRONICS
SMILEY'S AUDIO-VISUAL, INC.
Troxell Communications, Inc.
UNITED DATA TECHNOLOGIES, INC., D/B/A UDT

GROUP(S) AWARDED

GROUP 2
GROUP 1
GROUP 1
GROUP 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 2
GROUP 1 & 2
GROUP 2
GROUP 1 & 2
GROUP 1
GROUP 1 & 2
GROUP 1 & 2
GROUP 2
GROUP 2
GROUP 2
GROUP 1 & 2
GROUP 2
GROUP 2
GROUP 2
GROUP 2
GROUP 2
GROUP 1 & 2
GROUP 2

*CERTIFIED S/M/WBE VENDOR

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE ABOVE BIDDERS (PER ATTACHED AWARD RECOMMENDATION DETAILS), MEETING TERMS AND CONDITIONS AND BE ADDED TO THE EXISTING AWARDED POOL OF VENDORS.

IT IS RECOMMENDED THAT FOR REASON(S) STATED ON THE ATTACHED ITB REJECTION SHEET, THE BIDS REFERENCED BE REJECTED IN ENTIRETY OR PARTICULAR GROUP FOR NOT COMPLYING WITH ITB REQUIREMENTS.

CONTRACT PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2022 WITH AN OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL PERIODS.

By: 

(Purchasing Agent)

Date: 04/21/2020

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BID FY20-016-2
BID REJECTION

REJECT GROUP 1 BID FROM NDR CORPORATION

FORM 470 AND 475 WERE INCOMPLETE AND GOOD FAITH EFFORT DOCUMENTATION WAS INSUFFICIENT; THEREFORE, BIDDER FAILED TO MEET THE EIGHT PERCENT (8%) SUPPLIER DIVERSITY OUTREACH SUBCONTRACTING GOAL.

AS STATED IN SECTION 6:

“GROUP 1: THE SBE SUBCONTRACTING GOAL PROGRAM. AN SBE SUBCONTRACTING GOAL OF EIGHT PERCENT (8%) IS ESTABLISHED FOR THIS SOLICITATION. PRIME BIDDERS IF AWARDED SHALL COMMIT TO SUBCONTRACTING 8% OF THE TOTAL CONTRACT VALUE TO A SBBC CERTIFIED SBE.....BIDDER MUST INCLUDE THE EXTENT AND NATURE OF THE SBE WORK...”

AND “FORM 00470 – STATEMENT OF INTENT TO PERFORM **MANDATORY FOR GROUP 1**.....A SIGNED STATEMENT MUST BE COMPLETED BY THE OWNER OR AUTHORIZED PRINCIPAL OF EACH S/M/WBE FIRM LISTED...”

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



Procurement & Warehousing Services

Broward County Public Schools

AWARD RECOMMENDATION SHEET

Bid No:	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)
Purchasing Agent Name:	Harmoni Clealand
S/M/WBE Evalutor:	Anne Marie Richards
Bid Opening Date:	March 11, 2020

* Small/Minority/Women Business Enterprise (S/M/WBE)

BIDDER'S NAME	GROUP 1 (SERVICE)			GROUP 2 (PRODUCTS)	
	HOURLY	PERMIT PLANS	AS-BUILT DRAWINGS	ANY BRAND	SPECIFIED BRAND(S) ONLY
ADVANCED DOCUMENT SOLUTIONS, INC		NO BID			✓
AGC ELECTRIC INC *	✓	✓	✓	NO BID	
ASC-AUTOMATED SYSTEMS CONSULTING, INC *	✓	✓	✓	NO BID	
AUDIO VIDEO SYSTEMS, INC *		NO BID			✓
AUDIO VISUAL SYSTEM INTEGRATORS *	✓	✓	✓	✓	
BROADWAY TYPEWRITER CO. INC D/B/A AREY JONES EDUCATION SOLUTIONS	✓	✓	✓	✓	
CAMCOR, INC	✓	NON-RESPONSIVE	NON-RESPONSIVE		✓
CDW GOVERNMENT LLC	✓	✓	✓	✓	
CLASSROOM OUTFITTERS, LLC *		NO BID			✓
DAKTRONICS, INC	✓	✓	✓		✓
GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS		NO BID			✓
INNUVO, INC *	✓	✓	✓	✓	
JLS SECURITY, LLC *	✓	✓	✓	NO BID	
MDT TECHNOLOGIES, INC *	✓	✓	✓	✓	
MUSIC ARTS ENTERPRISES, INC., MAE *	✓	✓	✓	✓	
NDR CORPORATION		BID REJECTED			✓
OFFICE DEPOT, INC		NO BID			✓
PRESIDIO NETWORKED SOLUTIONS LLC		NO BID			✓
PRO SOUND, INC. D/B/A STAGE EQUIPMENT AND LIGHTING	✓	✓	✓	✓	
PYRAMID SCHOOL PRODUCTS		NO BID			✓
SCHOOL SPECIALITY, INC		NO BID			✓
SHARP ELECTRONICS		NO BID			✓
SMILEY'S AUDIO VISUAL, INC		NO BID			✓
TROXELL COMMUNICATIONS, INC	✓	✓	✓	✓	
UNITED DATA TECHNOLOGIES D/B/A UDT		NO BID			✓



Procurement & Warehousing Services
Broward County Public Schools

GROUP 1 (LABOR) PRICE LIST

Bid #	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)

* Small/Minority/Women Business Enterprise (S/M/WBE)

GROUP 1 - SERVICE	AGC ELECTRIC INC *					ASC-AUTOMATED SYSTEMS CONSULTING, INC *					AUDIO VISUAL SYSTEM INTEGRATORS *				
Permit Plans (Flat Rate)	\$6,000.00					\$139.00					\$250.00				
As-Built Drawings (Flat Rate)	\$800.00					\$167.00					\$250.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$60.00	\$90.00	\$75.00	\$95.00	\$95.00
General Installation or Service (Each addl person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$50.00	\$75.00	\$75.00	\$95.00	\$95.00
Advanced Installation or Service (One Person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$93.00	\$136.00	\$136.00	\$136.00	\$136.00	\$75.00	\$112.50	\$90.00	\$105.00	\$105.00
Advanced Installation or Service (Ea addl person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$93.00	\$114.00	\$114.00	\$114.00	\$114.00	\$65.00	\$97.50	\$90.00	\$105.00	\$105.00
Audio Engineer (One Person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$95.00	\$142.50	\$150.00	\$150.00	\$150.00
Audio Engineer (Each additional person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Lighting or Stage Engineer (One Person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Lighting or Stage Engineer (Each addl person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Emergency Service (One Person)	\$65.00	\$97.50	\$75.00	\$89.00	\$97.50	\$114.00	\$147.00	\$147.00	\$147.00	\$147.00	\$150.00	\$225.00	\$250.00	\$250.00	\$250.00
Emergency Service (Each addl person)	\$65.00	\$97.50	\$75.00	\$89.00	\$97.50	\$104.00	\$136.00	\$136.00	\$136.00	\$136.00	\$150.00	\$187.50	\$250.00	\$250.00	\$250.00

GROUP 1 CONTINUED	BROADWAY TYPEWRITER CO. INC D/B/A AREY JONES EDUCATION SOLUTIONS					CAMCOR, INC					CDW GOVERNMENT LLC				
Permit Plans (Flat Rate)	\$5,000.00					NON-RESPONSIVE					\$141.00				
As-Built Drawings (Flat Rate)	\$2,000.00					NON-RESPONSIVE					\$169.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$71.50	\$206.25	\$206.25	\$357.50	\$206.25	\$70.00	\$95.00	\$140.00	\$125.00	\$125.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
General Installation or Service (Each addl person)	\$71.50	\$206.25	\$206.25	\$357.50	\$206.25	\$70.00	\$95.00	\$140.00	\$125.00	\$125.00	\$62.00	\$107.00	\$107.00	\$107.00	\$107.00
Advanced Installation or Service (One Person)	\$137.50	\$206.25	\$206.25	\$357.50	\$206.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$96.00	\$141.00	\$141.00	\$141.00	\$141.00
Advanced Installation or Service (Ea addl person)	\$137.50	\$206.25	\$206.25	\$357.50	\$206.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$96.00	\$119.00	\$119.00	\$119.00	\$119.00
Audio Engineer (One Person)	\$148.50	\$371.25	\$371.25	\$412.50	\$371.25	\$90.00	\$135.00	\$180.00	\$150.00	\$150.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
Audio Engineer (Each additional person)	\$148.50	\$371.25	\$371.25	\$412.50	\$371.25	\$90.00	\$135.00	\$180.00	\$150.00	\$150.00	\$62.00	\$107.50	\$107.50	\$107.50	\$107.50
Lighting or Stage Engineer (One Person)	\$247.50	\$371.25	\$371.25	\$412.50	\$371.25	\$100.00	\$150.00	\$200.00	\$175.00	\$175.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
Lighting or Stage Engineer (Each addl person)	\$247.50	\$371.25	\$371.25	\$412.50	\$371.25	\$100.00	\$150.00	\$200.00	\$175.00	\$175.00	\$62.00	\$107.50	\$107.50	\$107.50	\$107.50
Emergency Service (One Person)	\$357.50	\$536.25	\$536.25	\$605.00	\$536.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$119.00	\$153.00	\$153.00	\$153.00	\$153.00
Emergency Service (Each addl person)	\$357.50	\$536.25	\$536.25	\$605.00	\$536.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$107.50	\$141.00	\$141.00	\$141.00	\$141.00

GROUP 1 CONTINUED	DAKTRONICS, INC					INNUVO, INC *					JLS SECURITY, LLC *				
Permit Plans (Flat Rate)	\$1,000.00					\$600.00					\$500.00				
As-Built Drawings (Flat Rate)	\$250.00					\$400.00					\$500.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$60.00	\$90.00	\$90.00	\$120.00	\$106.67	\$80.00	\$120.00	\$120.00	\$160.00	\$120.00	\$46.00	\$66.00	\$66.00	\$66.00	\$66.00
General Installation or Service (Each addl person)	\$46.67	\$70.00	\$70.00	\$100.00	\$93.33	\$80.00	\$120.00	\$120.00	\$160.00	\$120.00	\$46.00	\$66.00	\$66.00	\$66.00	\$66.00
Advanced Installation or Service (One Person)	\$84.62	\$126.92	\$126.92	\$184.62	\$153.85	\$100.00	\$150.00	\$15.00	\$200.00	\$150.00	\$52.00	\$73.00	\$73.00	\$73.00	\$73.00
Advanced Installation or Service (Ea addl person)	\$64.29	\$96.43	\$96.43	\$128.57	\$114.29	\$100.00	\$150.00	\$150.00	\$200.00	\$150.00	\$52.00	\$73.00	\$73.00	\$73.00	\$73.00
Audio Engineer (One Person)	\$106.67	\$160.00	\$160.00	\$213.33	\$186.67	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Audio Engineer (Each additional person)	\$66.67	\$100.00	\$100.00	\$133.33	\$120.00	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Lighting or Stage Engineer (One Person)	N/A	N/A	N/A	N/A	N/A	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Lighting or Stage Engineer (Each addl person)	N/A	N/A	N/A	N/A	N/A	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Emergency Service (One Person)	\$133.33	\$200.00	\$200.00	\$266.67	\$233.33	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$79.00	\$99.00	\$99.00	\$99.00	\$99.00
Emergency Service (Each addl person)	\$88.89	\$133.33	\$133.33	\$177.78	\$155.56	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$79.00	\$99.00	\$99.00	\$99.00	\$99.00

GROUP 1 CONTINUED	MDT TECHNOLOGIES, INC *					MUSIC ARTS ENTERPRISES, INC., MAE *					PRO SOUND, INC. D/B/A STAGE EQUIPMENT AND LIGHTING				
Permit Plans (Flat Rate)	\$300.00					\$378.00					\$1,700.00				
As-Built Drawings (Flat Rate)	\$300.00					\$378.00					\$1,700.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$60.00	\$90.00	\$120.00	\$120.00	\$120.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$85.00	\$127.50	\$127.50	\$170.00	\$170.00
General Installation or Service (Each addl person)	\$60.00	\$90.00	\$120.00	\$120.00	\$120.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$85.00	\$127.50	\$127.50	\$170.00	\$170.00
Advanced Installation or Service (One Person)	\$80.00	\$120.00	\$160.00	\$160.00	\$160.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$105.00	\$157.50	\$157.50	\$210.00	\$210.00
Advanced Installation or Service (Ea addl person)	\$80.00	\$120.00	\$160.00	\$160.00	\$160.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$105.00	\$157.50	\$157.50	\$210.00	\$210.00
Audio Engineer (One Person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Audio Engineer (Each additional person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Lighting or Stage Engineer (One Person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Lighting or Stage Engineer (Each addl person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Emergency Service (One Person)	\$120.00	\$180.00	\$240.00	\$240.00	\$240.00	\$258.00	\$258.00	\$258.00	\$258.00	\$258.00	\$150.00	\$225.00	\$225.00	\$300.00	\$300.00
Emergency Service (Each addl person)	\$120.00	\$180.00	\$240.00	\$240.00	\$240.00	\$258.00	\$258.00	\$258.00	\$258.00	\$258.00	\$150.00	\$225.00	\$225.00	\$300.00	\$300.00

GROUP 1 CONTINUED	TROXELL COMMUNICATIONS, INC				
Permit Plans (Flat Rate)	\$625.00				
As-Built Drawings (Flat Rate)	\$125.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
General Installation or Service (Each addl person)	\$56.25	\$70.00	\$70.00	\$90.00	\$80.00
Advanced Installation or Service (One Person)	\$75.00	\$90.00	\$90.00	\$120.00	\$105.00
Advanced Installation or Service (Ea addl person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Audio Engineer (One Person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00
Audio Engineer (Each additional person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Lighting or Stage Engineer (One Person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00
Lighting or Stage Engineer (Each addl person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Emergency Service (One Person)	\$150.00	\$180.00	\$180.00	\$240.00	\$210.00
Emergency Service (Each addl person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00



Procurement & Warehousing Services
Broward County Public Schools

GROUP 2 (PRODUCTS) DISCOUNT SCHEDULE

Bid #	FY20-016									
Title of Bid:	Products and Computer Peripherals (Catalog)									
BRANDS	AUDIO VIDEO SYSTEMS, INC *	AUDIO VISUAL SYSTEM INTEGRATORS *	BROADWAY TYPEWRITER CO. INC D/B/A AREY JONES EDUCATION SOLUTIONS	CAMCOR, INC	CDW GOVERNMENT LLC	CLASSROOM OUTFITTERS, LLC *	DAKTRONICS, INC	GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS	INUVO, INC *	MOT TECHNOLOGIES, INC *
ANY other brand EQUIPMENT	0%	3%	0.1%*		5%	10%		2%	10%	10%
ANY other brand ACCESSORY	0%	3%	0.1%*		5%	10%		2%	10%	10%
AmplVox Equipment				36%				2%		0%
AmplVox Accessory				36%				2%		0%
Anchor Audio Equipment				25%				2%		0%
Anchor Audio Accessory				25%				2%		0%
Audio Technica Equipment	8%			11%				2%		10%
Audio Technica Accessory	6%			11%				2%		10%
Boxlight (Mimo) Equipment				34%						0%
Boxlight (Mimo) Accessory				21%						0%
Bretford Equipment			47.4%	36%				2%		0%
Bretford Accessory			13.7%	36%				2%		0%
C2G (Cables To Go) Accessory		5%	0.2%	3%	45%			2%	20%	10%
Callitone Equipment				36%	5%			2%		0%
Callitone Accessory				36%	5%			2%		0%
Canon Equipment			24.3%	17%				2%		0%
Canon Accessory			22%	17%				2%		0%
Chief Equipment	13%		11.1%	41%				2%	15%	12%
Chief Accessory	10%		11.1%	41%				2%	15%	12%
Da-Lite Equipment	19%		10.9%	36%				2%	15%	12%
Da-Lite Accessory	19%		21.9%	36%				2%	15%	12%
Draper Equipment	5%		0.9%	26%				2%	10%	12%
Draper Accessory	5%		0.9%	26%				2%	10%	12%
Elmo Equipment			24.5%	24%				2%		0%
Elmo Accessory			2.4%	24%				2%		0%
Epson Equipment	8%		23.1%	8%				2%		16%
Epson Accessory	5%		23.1%	4%				2%		16%
Extron Equipment		42%		0%				2%	25%	10%
Extron Accessory		42%		0%				2%	25%	10%
LocknCharge Equipment			15%	3%	13%			2%		0%
LocknCharge Accessory			15%	3%	6%			2%		0%
Jar Systems Equipment				3%				2%		0%
Jar Systems Accessory				3%				2%		0%
Kensington Accessory			13.1%	15%	14%			2%		0%
Logitech Accessory	2%			15%	5%			2%		10%
Manfrotto Equipment				21%				2%		0%
Manfrotto Accessory				21%				2%		0%
NewTek (TriCaster) Equipment				11%			10%			0%
NewTek (TriCaster) Accessory				11%			10%			0%
Nikon Equipment				0%				2%		0%
Nikon Accessory				0%				2%		0%
Peavey Equipment								2%		10%
Peavey Accessory								2%		10%
Promethean Equipment			25%		52%			2%		0%
Promethean Accessory			5%		39%			2%		0%
Recordex Equipment				0%						0%
Recordex Accessory				0%						0%
SanDisk Accessory				5%				2%		0%
Shure Equipment	10%			30%				2%	10%	10%
Shure Accessory	5%			30%				2%	10%	10%
Smart Equipment										0%
Smart Accessory										0%
Sony Equipment			10.5%	0%	10%			2%		5%
Sony Accessory			10.5%	0%	10%			2%		5%
Varitronics (VariQuest) Equipment										0%
Varitronics (VariQuest) Accessory										0%
Vivitek (NovoPro) Equipment				21%				2%	5%	0%
Vivitek (NovoPro) Accessory				21%				2%	5%	0%
Yamaha Equipment								2%		0%
Yamaha Accessory								2%		0%
American Time & Signal Equipment										0%
American Time & Signal Accessory										0%
Bogen Equipment	26%		13%						15%	0%
Bogen Accessory	20%		11.7%						15%	0%
Daktronics Equipment							10%			0.0%
Daktronics Accessory							10%			0%
Edco Equipment										0%
Edco Accessory										0%
Electro-mech Equipment										0%
Electro-mech Accessory										0%
ESE Equipment										0%
ESE Accessory										0%
Fairplay Equipment										0%
Fairplay Accessory										0%
Latham Equipment										0%
Latham Accessory										0%
Nevco Equipment										0%
Nevco Accessory										0%
Tecmec Equipment									5%	0%
Tecmec Accessory									5%	0.00%

GROUP 2 (PRODUCTS) DISCOUNT SCHEDULE continued

Bid #	FY20-016									
Title of Bid:	Audiovisual Equipment Installation, Products and I									
BRANDS	MUSIC ARTS ENTERPRISES, INC., IAE *	NDR CORPORATION	OFFICE DEPOT, INC	PRESIDIO NETWORKED SOLUTIONS LLC	PRO SOUND, INC. PRO SOUND EQUIPMENT AND LIGHTING	PYRAMID SCHOOL PRODUCTS	SCHOOL SPECIALTY, INC	SMILEY'S AUDIO VISUAL, INC	TROXELL COMMUNICATIONS, INC	UNITED DATA TECHNOLOGIES DB/A UDT
ANY other brand EQUIPMENT	10%	0%	3%		.5 TO 45%			5%	1%	0.1% - 46.50%
ANY other brand ACCESSORY	10%	0%	3%		.5 TO 45%			5%	1%	0.1% - 65.44%
Amplivox Equipment	10%				32%			38.5%	20%	
Amplivox Accessory	20%				32%			38.5%	1%	
Anchor Audio Equipment	20%				32%			31%	30%	
Anchor Audio Accessory	10%				32%			31%	1%	
Audio Technica Equipment	10%				28%			18%	22%	
Audio Technica Accessory	10%				28%			18%	1%	
Boxlight (Mmio) Equipment								29%	1%	
Boxlight (Mmio) Accessory								25%	1%	
Bretford Equipment					10%			25%	25%	
Bretford Accessory					10%			25%	1%	
C2G (Cables To Go) Accessory					15 TO 45.5%			25%	1%	
Califone Equipment						20%	37%	50%	20%	
Califone Accessory						20%	37%	50%	1%	
Canon Equipment					5%			15%	20%	
Canon Accessory					5%			5%	1%	
Chief Equipment	10%				25 TO 43.1%			43.5%	15%	
Chief Accessory	10%				20 TO 41%			41%	1%	
Da-Lite Equipment	30%				25 TO 35.1%	20%		36%	15%	
Da-Lite Accessory	10%				25 TO 35.1%	20%		36%	1%	
Draper Equipment	10%				18 TO 29%			37%	10%	
Draper Accessory	10%				18 TO 29%			37%	1%	
Elmo Equipment					23%			45%	18%	
Elmo Accessory					21%			39.5%	1%	
Epson Equipment				0%	15%			2%	15%	
Epson Accessory				0%	15%			2%	1%	
Extron Equipment					42.1%			2%		
Extron Accessory					42.1%			2%		
LocknCharge Equipment								2%	1%	
LocknCharge Accessory								2%	1%	
Jar Systems Equipment										6%
Jar Systems Accessory										6%
Kensington Accessory					2.5%			2%	1%	
Logitech Accessory					5.1%			5%	1%	
Manfrotto Equipment					22.5%			2%	15%	
Manfrotto Accessory					22%			2%	1%	
NewTek (TriCaster) Equipment					11.2%			2%	1%	
NewTek (TriCaster) Accessory					11.2%			2%	1%	
Nikon Equipment									1%	
Nikon Accessory									1%	
Peavey Equipment	34.7%				35.2%				1%	
Peavey Accessory	10%				15%				1%	
Promethean Equipment							29%		1%	37%
Promethean Accessory							17%		1%	27%
Recordex Equipment								46%		
Recordex Accessory								2%		
SanDisk Accessory								2%	1%	
Shure Equipment	30.5%				32%			29%	30%	
Shure Accessory	10%				32%			29%	10%	
Smart Equipment										
Smart Accessory										
Sony Equipment	10%				2 TO 19%			21%	10%	
Sony Accessory	10%				5 TO 15%			17%	1%	
Varitronics (VarQuest) Equipment									1%	
Varitronics (VarQuest) Accessory									1%	
Vivitek (NovoPro) Equipment					21%			44.5%	15%	
Vivitek (NovoPro) Accessory					21%			44.5%	1%	
Yamaha Equipment	26%				10 to 30%				25%	
Yamaha Accessory	26%				10 to 20%				1%	
American Time & Signal Equipment		1%								
American Time & Signal Accessory		1%								
Bogen Equipment					15-31%					
Bogen Accessory					15-31%					
Daktronics Equipment										
Daktronics Accessory										
Edco Equipment		1%								
Edco Accessory		1%								
Electro-mesh Equipment										
Electro-mesh Accessory										
ESE Equipment					11.5%				16%	
ESE Accessory					11.5%				1%	
Fairplay Equipment										
Fairplay Accessory										
Latham Equipment										
Latham Accessory										
Nevco Equipment										
Nevco Accessory										
Tecnec Equipment					5%			2%	22%	
Tecnec Accessory					5%			2%	1%	



Procurement & Warehousing Services
Broward County Public Schools

GROUP 2 (PRODUCTS) SPECIFIED BRAND(S) LIST

Bid #	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)
BIDDER NAME	SPECIFIED BRAND(S)
	** Only listed below if bidder did NOT bid on "ANY BRAND NOT LISTED"
ADVANCED DOCUMENT SOLUTIONS, INC	3 ITEMS ONLY: SHARP MODEL PN CE-701H, SHARP MODEL PN-C751H & SHARP MODEL PN-C881H
CAMCOR, INC	DUKANE, AVER, CLEAR TOUCH, LG COMMERCIAL, MIDDLE ATLANTIC, TEACHLOGIC, PANASONIC BROADCAST
PRESIDIO NETWORKED SOLUTIONS LLC	AXIS, GENETEC, AVIGILON
SHARP ELECTRONICS	SHARP

AGENDA ITEM REPORT



To: Town Commission
Subject: October/November 2021 Town Planner Monthly Report
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Planning and Zoning
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

See attached report.

RECOMMENDATION:

For Informational Purposes Only

ATTACHMENTS:

[Town Planner Monthly Report October November 2021](#)



Town Planner Monthly Update October 20th - November 16th, 2021

Potential Development Application Meetings

- Continued to coordinate with representatives of the six-acre Seneca site on Hallandale Beach Blvd (Wawa Station, Fast Food, Office, and Self-Storage).
- Coordinated with representatives for Trinity property redevelopment.
- Answered questions from potential developers for 7-acre site next to Town Hall.

Department Administration

- Released Market Analysis RFQ.
- Attended meeting with FDOT and area first responder agencies regarding proposed changes to I-95.
- Attended Impact Fee study progress meeting with Consultant.
- Attended Municipal Surtax Financial Workshop.
- Coordinated with Town Attorney and Code Compliance Supervisor on future updates to Sign Ordinance.
- Worked on Municipal Surtax projects
- Met with FDOT regarding I-95 PD&E project.
- Attended Evaluation Committee for John P Lyons Stormwater Project
- Met with Commission Hodgkins to review development opportunity sites in the Town.
- Reviewed progress of GIS project with consultant.
- Coordinated with Public Works Director on various projects.
- Collaborated with Finance, Code Compliance, Building, and Public Works on various projects.
- Continued to identify improvements and standard operating procedures for Planning Department.

Development Boards

- Planning and Zoning Board Meetings (PZB) – Meeting
 - October 21, 2021 -- 21-SP-05, 21-RZ-01, 21-SE-01, 21-SE-02, 21-PR-01 / 3195 West Hallandale Beach Blvd / Seneca Town Center – all items received positive recommendation from the Planning and Zoning Board. The ordinance to allow the gas station and self-storage will be presented at the November Town Commission meeting with the rest of the applications at the December Town Commission meeting.

Zoning

October 20th - November 16th, 2021

Zoning Inquiries	34
Building Permit Reviews (Zoning)	41
Building Permit Inspections (Zoning)	317
Business Tax Receipt Reviews (Zoning)	4
Special Event Permits	0

Prepared by: Heidi Siegel, AICP
November 16, 2021

AGENDA ITEM REPORT



To: Town Commission
Subject: Appointment of Town Commission Representative to the Broward MPO
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

For many years former Town Commissioner Howard P. Clark, Jr. represented the Town on the Board of Directors for the Broward Metropolitan Planning Organization (MPO). Each municipality in Broward County has a member from its elected body on the MPO Board.

The appointment is an excellent opportunity for a Commission member who has interest in transportation, land use, and economic development.

The appointed member will attend approximately 10 public hearings a year: February through July and September through December. Typically the public hearings are the second Thursday of the month beginning at 9:30 a.m. and concludes around 11:30 a.m. Depending on the subject and public comments, the meetings could run longer.

The MPO is responsible for approximately \$5.2 billion in Federal and State transportation expenditures, over a five year period. This capital program is called the Transportation Improvement Program (TIP). The Board adds a new fifth year to the TIP every July. The MPO Board is also responsible for approving the Florida Department of Transportation District IV capital budget alternating between December and October depending on the starting date of the Florida Legislature. In addition, the State and Federal Government requires the MPO to prepare a Metropolitan Transportation Plan, which is a 25 year funding document for all the planned transportation improvements utilizing State and Federal funds. The Board also has to adopt the Organizations budget every two years; it is approximately \$6 million a year.

The MPO staff has offered to schedule a separate Board Orientation for the appointed member prior to their first meeting.

RECOMMENDATION:

Select a member of the Town Commission to the Broward MPO

AGENDA ITEM REPORT



To: Town Commission
Subject: Amendment to Interdev, LLC Contract (GIS Mapping Services)
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

On October 13, 2021 the Town Commission formally approved Phase 1 of a contract with InterDev LLC for the creation of a Geographic Information System Mapping (GIS) program for the Town. The Phase 1 contract covered the building of the system and specific layers based on departmental needs.

Staff is seeking approval of Phase 2 as an amendment to the original contract. As a part of Phase 2, InterDev will perform startup GIS activities for the Town's Police Department which will include updating the exiting configuration of the Town's ArcGIS environment, development of base layers, creation of a set of interactive maps, and providing consultation for integrating GIS with third-party CAD/RMS software. InterDev will also perform ongoing GIS maintenance activities for the Town to include creating additional base layers and department specific layers, maintaining existing base layers, performing data edits at specified intervals, performing GIS administrative functions, providing map updates, and responding to map requests.

The original contract was \$32,184.00. The additional services were included in the FY 2021/2022 budget and as follows:

- GIS Startup Services (Police Department) -- \$17,472.00
- GIS Ongoing Maintenance Services (Town) -- \$28,416.00
 - **Total: \$45,888.00**

RECOMMENDATION:

Approval of the Amendment to Interdev, LLC Contract

ATTACHMENTS:

[INTERDEV PDTPP](#)
[Signed Contract Phase one](#)

Harry Taubenfeld, Finance &
Budget Director

Status:
Pending

Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

Alpharetta (Global)

900 Holcomb Woods Parkway
Roswell, GA 30076
7706434400
www.interdev.com



We have prepared a quote for you

GIS Project Services

QUOTE # 004707 V1

PREPARED FOR

Town of Pembroke Park

PREPARED BY

Jennifer Braithwaite

Scope of Work

InterDev will perform startup GIS activities for the Town of Pembroke Park's Police Department which will include updating the exiting configuration of the Town's ArcGIS environment, development of base layers, creation of a set of interactive maps, and providing consultation for integrating GIS with third-party CAD/RMS software. InterDev will also perform ongoing GIS maintenance activities for the Town of Pembroke Park, to include creating additional base layers and department specific layers, maintaining existing base layers, performing data edits at specified intervals, performing GIS administrative functions, providing map updates, and responding to map requests.

Startup GIS Activities – Police Department

Base Layer Development

Police Beats Layer (10 hours)

InterDev will work with Police Department personnel to develop a GIS layer depicting boundaries for police beat zones within the Town.

CAD/RMS Layer (20 hours)

InterDev will work with Police Department personnel and the CAD/RMS third-party vendor to create a GIS layer representing CAD/RMS records. This layer will be the foundation for GIS integrations with CAD and/or RMS as well as the interactive maps.

Interactive Maps (40 hours)

InterDev will develop an interactive map that will include the above base layers and functionality such as address search, CAD/RMS information in pop-ups, etc. InterDev will develop two interactive maps for tow audiences. The first will be focused on displaying layers and data to staff users. The second map is intended to share an appropriate level of information with the public (as deemed by the Town). This may include, but is not limited to, hiding personally identifiable information, generalizing location data, etc. These interactive maps will serve as the basis for maps, applications, and tools that can be developed in the future for expanding GIS needs in the Police Department.

Consultation for CAD/RMS Systems Integrations (64 hours)

InterDev will assist in determining Police Department needs for GIS integrations with third-party CAD and/or RMS systems. This includes attending virtual meetings, communicating with third-party vendors regarding GIS specifications, establishing GIS workflows, etc. It is common for system integrations to require prioritization of certain layers above others. The above layers have been identified initially for consideration. Any additional activities outside this block of hours, will be reported and discussed.

Training (24 hours)

InterDev will provide several training sessions to Police Department staff in the use of created layers, maps, applications, tools, and systems integrations.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Ongoing GIS Maintenance Activities – Town

GIS Environment Maintenance and Administration (8 hours)

InterDev will provide ongoing maintenance of the ArcGIS Environment, including managing users, security permissions, and content in the Town's ArcGIS Online and Mosaic GIS™ environments.

Map Updates (16 hours)

InterDev will provide updates to the interactive "Town Map" as requested by the Town staff. This includes, but is not limited to, reordering layers, updating symbology and labels, reconfiguring pop-ups, and adding additional widgets and features.

Develop Additional Layers

InterDev will provide layer development services to aid the town in acquiring or developing the following layers as requested by Town staff.

Alcohol Licenses (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Alcohol Licenses. This layer will be developed from existing Business Tax Receipt data.

Houses of Worship (10 hours)

InterDev will attempt to source location and attribute data for Houses of Worship from external sources where available, assist in developing new data where prudent, and consult with the town on work deemed outside of scope.

Schools (10 hours)

InterDev will assess availability and usefulness of county school data as-is and either access it directly or import and enhance for usability in GIS maps and applications.

Gas Stations (10 hours)

InterDev will attempt to source location and attribute data for Gas Stations from external sources where available, assist in developing new data where prudent, and consult with the town on work deemed outside of scope.

Adult Businesses (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Adult Businesses. This layer will be developed from existing Business Tax Receipt data.

Private Developments (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Private Developments. This layer has been identified by staff as a priority layer and one which needs frequent updates.

Future Land Use (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts future land use zones/districts. This layer has been identified by staff as a priority layer.

Maintenance of Existing Layers

InterDev will provide ongoing maintenance and data edits to the following layers.

County Parcel Layer (36 hours)

Update the parcel base layer monthly by reconciling and merging parcel mapping updates processed by Broward County.

Address Layer (6 hours)

Update quarterly with new addresses and address changes.

Permitting Layer (48 hours)

Update monthly with new permits, update attributes of existing permits.

Code Violations Layer (48 hours)

Update monthly with new code violations.

Additional Layers (24 hours)

Quarterly and/or monthly updates for the layers outlined above in the “Develop Additional Layers” section as well as any other previously developed layers as requested by Town staff.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Training (16 hours)

InterDev will provide several training sessions to staff members in the use of created layers, maps, applications, and tools to maximize the town’s GIS adoption rates and improve GIS literacy.

Deliverables

- Execution of Startup GIS Activities (for the Police Department)
- Execution of Ongoing GIS Maintenance Activities (Town)
- Reporting on layer development and system integrations and execution of any additional activities that fit within initial block of hours
- Documentation of GIS operating procedures
- Monthly status updates or other agreed upon time
- Software Training/Demonstration

Services

Description	Price	Qty	Ext. Price
GIS Services GIS Startup Services (Police Department)	\$96.00	182	\$17,472.00
GIS Services GIS Ongoing Maintenance Services (Town)	\$96.00	296	\$28,416.00
Subtotal:			\$45,888.00

Notes and Assumptions

- This quote does not include any annual software subscription costs (e.g. Mosaic GIS™, ArcGIS Online).
 - InterDev will invoice separately for Mosaic GIS as outlined in the original agreement.
 - ArcGIS Online is a software-as-a-service solution provided by ESRI. Any related maintenance or subscription costs should be remitted to ESRI according to ESRI's terms and conditions.
- This is a not-to-exceed (NTE) quote. InterDev will bill the Town monthly for all services performed in the preceding month. The total cost of the project shall not exceed \$45,888.00 and the total amount of project hours shall not exceed 478 hours.
- Circumstances may arise which are beyond the control of InterDev and its employees which may result in the inability to fully deliver all the items listed in the scope of work. InterDev will make every reasonable effort to provide satisfactory service on all items listed in the scope of work, but makes no guarantees that all items will be fully completed within the not-to-exceed amount of hours (478 hours).

7706434400
jbraithwaite@interdev.com
www.interdev.com



GIS Project Services



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Mark Pakula
(954) 701-4345
mpakula@tppfl.gov

Quote Information:
Quote #: 004707
Version: 1
Delivery Date: 08/02/2021
Expiration Date: 09/01/2021

Quote Summary

Description	Amount
Services	\$45,888.00
Total:	\$45,888.00

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

Alpharetta (Global)

Town of Pembroke Park

Signature: _____

Signature: _____

Name: Jennifer Braithwaite

Name: Mark Pakula

Title: Business Development Manager

Date: _____

Date: 08/02/2021

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this 13 day of October 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Interdev, LLC, a Georgia Limited Liability company authorized to transact business in Florida ("Vendor"), whose principal offices are located at 900 Holcomb Woods Parkway, Roswell, GA 30076.

WHEREAS, the Town of Pembroke Park desires to hire a geographical information systems ("GIS") technology management company to install and maintain GIS software for the Town; and

WHEREAS, Section 2-126(c)(5) allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement with the city of Milton, Georgia, ("Initial Agreement") for the provision of managed GIS services which commenced on November 1, 2018, and shall terminate, on September 30, 2025; and

WHEREAS, the Town has determined that the Initial Contract meets the requirements of Section 2.126(c)(5) of the Town Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for 12 months from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be \$32,184 (Thirty Two Thousand One Hundred and Eighty Four Dollars) for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.
- b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

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

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

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract

renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

11. Termination.

a. Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

c. Cancellation for Unappropriated Funds. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a Vendor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement

and recovery of all monies paid by Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

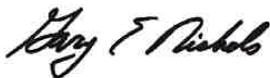
c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State and local ethics laws.** Vendor shall at all times comply with all federal, state and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CONTRACTOR



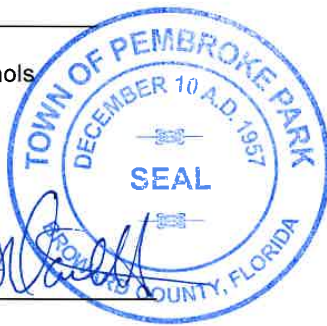
InterDev, LLC

Name: Gary Nichols
Title: CEO

ATTEST:



TOWN CLERK

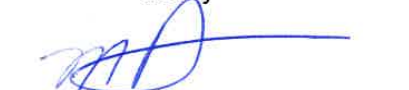


TOWN OF PEMBROKE PARK



MAYOR

Approved as to form and legal
sufficiency


TOWN ATTORNEY
Melissa Anderson

TOWN OF PEMBROKE PARK
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Interdev ("Vendor"), , LLC, a Georgia Limited Liability company authorized to transact business in Florida ("Vendor"), whose principal offices are located at 900 Holcomb Woods Parkway, Roswell, GA 30076.

WHEREAS, earlier in 2021, the Town entered into an Agreement (the "Agreement") with Vendor to provide software GIS services; and

WHEREAS, the Town and Vendor desire to amend the scope of the Agreement to allow for the Vendor to provide further work on the GIS project for the Town; and

WHEREAS, the Town has determined that amending the Agreement to allow the Vendor to provide further services is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.
2. **AMENDMENT TO SCOPE.** The revised scope shall be contained in Exhibit A.
3. **REVISED LUMP SUM TOTAL.** The cost, as set forth in Exhibit A, for the revised scope shall be \$45,888.00 (Forty-five thousand eight hundred eighty-eight Dollars) the lump sum total shall not exceed \$50,476.00 (Fifty-five thousand four hundred seventy-six Dollars).

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

MAYOR

Approved as to form and legal
sufficiency

TOWN CLERK

TOWN ATTORNEY

EXHIBIT A

AGENDA ITEM REPORT



To: Town Commission
Subject: Piggyback Contract from North Bay Village for Town Holiday Decorations
Meeting: 11 23 2021 SPECIAL COMMISSION MEETING - Nov 23 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Commission approved for Staff to move forward with the purchase new holiday decorations Vice Mayor Dieuville selected one option which is being presented for approval.

FINANCIAL IMPACT:

Not to exceed \$25,000 as budgeted

RECOMMENDATION:

Approval to use attached contract per procurement guidelines

ATTACHMENTS:

[2020-09-22 Artistic Holiday Design - Holiday Lighting and Decorations](#)
[AHD-Pembroke Park-2021-v4 w pricing](#)
[Northbay village](#)
[Resolution Awarding Holiday Lights and Decorations](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 18 2021
Melissa Anderson, Town Attorney	Approved - Nov 18 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

**SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
Artistic Holiday Designs
FOR
PLANNING SERVICES**

THIS AGREEMENT is made between Artistic Holiday Designs, an active, for-profit Florida corporation (hereinafter the “Provider”), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the “Village”). Provider and Village may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to the Village’s Code of Ordinances the Village issued Request for Proposals No. 2020-02 for Holiday Lightning and Decorations Design and Display Services (the “RFP”) to provide holiday lightning, decorations design, display services, installation and regular maintenance of decorations; and

WHEREAS, Provider duly submitted a timely response, was ranked as the top firm, and was awarded the RFP by the Village Commission during its September 11, 2020 Regular Commission; and

WHEREAS, the Village and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services as specified herein

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the Village agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish those services to the Village as set forth in Exhibit “A,” dated June 18, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference (the “Scope of Services” or the “Services”). Provider’s Response to the RFP (the “Proposal”) is also incorporated into this Agreement in Exhibit “A”.

- 1.2 The Parties recognize that the Scope of Services has a specified time frame which shall govern performance.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

- 3.1 The Village shall pay to Provider, and Provider shall be entitled to be paid, a fee, invoiced and payable thirty (30) days after a submitted invoice, based on the time values provided in Provider's Proposal for the work in the Scope of Services. Additional work performed beyond the Scope of Services ("Additional Work") requires the consent of the Village Manager and shall be compensable in addition to the compensation provided for the initial Scope of Services. Any additional work performed without the Manager's consent shall not be compensable.
- 3.2 Provider shall invoice the Village for all services rendered. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 Provider shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Provider shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.
- 3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

- 4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the in possession of the Village that may be necessary for the completion of the Scope of Services.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform the Planning Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional service provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the Village Manager, the Provider shall at Providers sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Termination.**

- 7.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Provider to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.
- 7.2 Upon receipt of the Village's written notice of termination, Provider shall stop work on the Services.

- 7.3 In the event of termination by the Village, the Provider shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Provider being unable to do business with the Village in the future.

8. **Insurance.**

- 8.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 8.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 Provider shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or neglect of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

11.2 The provisions of this section shall survive termination of this Agreement.

11.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Ralph Rosado, PhD, AICP
 Village Manager
 North Bay Village
 1666 Kennedy Causeway, 3rd Floor
 North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.

Weiss Serota Helfman Cole & Biermam, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider:

Derek Norwood
President
Artistic Holiday Designs
202 Stephen Street
Lemont, Illinois 60439

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do not contradict the terms of this Agreement.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the Village under this Agreement shall be the property of the Village.

15.2 In addition to other contract requirements provided by law, Provider shall:

15.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;

15.2.2 Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

15.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.

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

15.3 The Village may cancel this Agreement for refusal by the Provider to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the Village's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Representations and Warranties of Provider.**

19.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

19.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

19.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

19.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

19.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21. **Non-collusion.**

21.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

22. **Truth in Negotiating Certificate.**

22.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.**

25.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

26. **Force Majeure.**

26.1 It is understood that performance of any act by the Village or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

27. **Counterparts**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

NORTH BAY VILLAGE



Elora Riera, CMC, Village Clerk

By: 

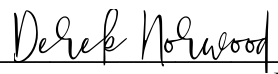
Ralph Rosado, PhD, AICP, Village Manager
Date: 9/22/2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of North Bay Village Only:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney





Derek Norwood
President
Artistic Holiday Designs

By: President

Date: 9/22/2020

Exhibit “A”
Scope of Services
and
Cost Proposal

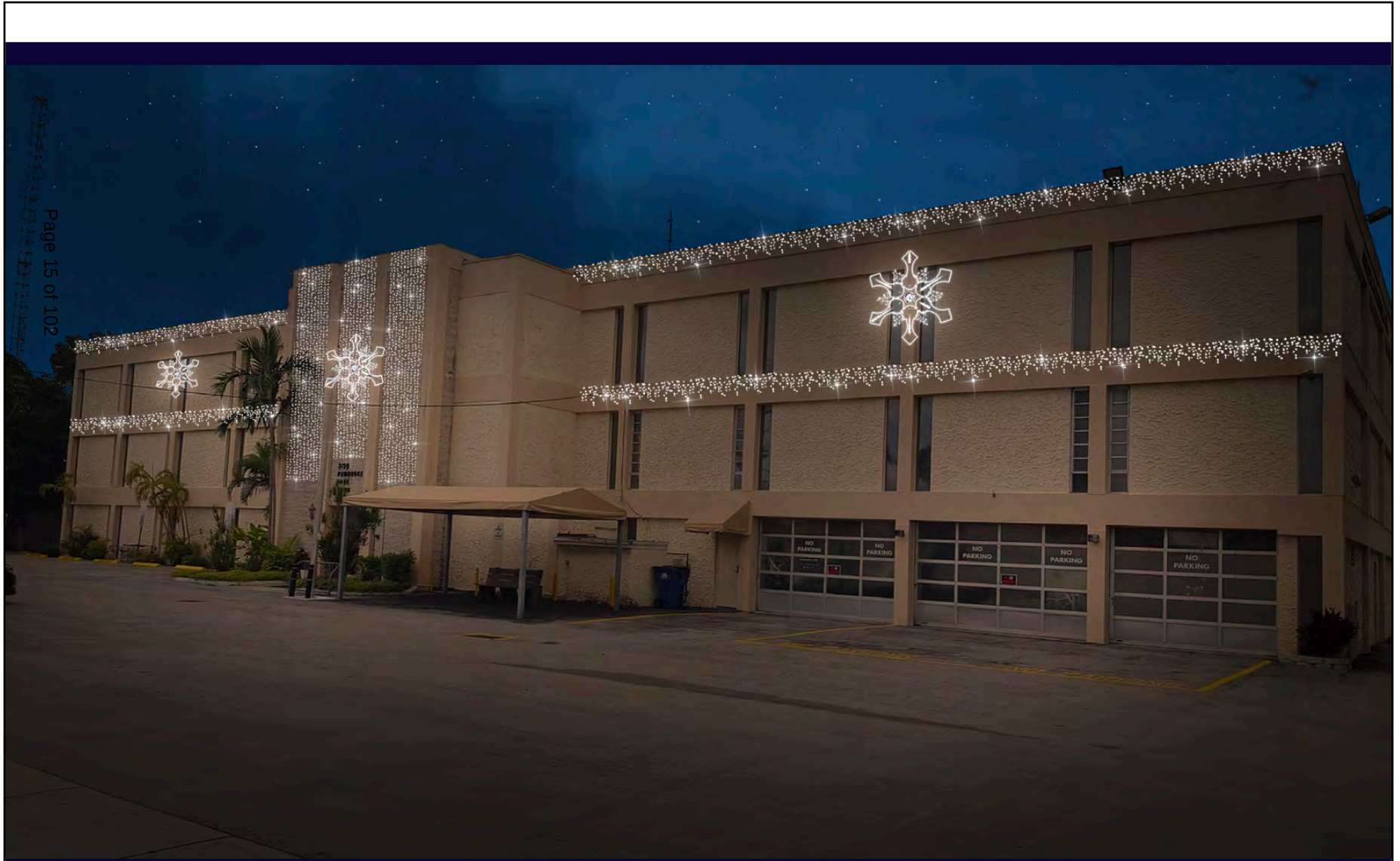
Artistic

Holiday Designs

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2021 HOLIDAY LIGHTING PEMBROKE PARK, FL





Town Hall

Artistic
Holiday Designs



Hallandale Beach Blvd 1 - Option 1

Artistic
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Hallandale Beach Blvd 1 - Option 2

Artistic
Holiday Designs



Hallandale Beach Blvd 2 - Option 1

Artistic
Holiday Designs



Hallandale Beach Blvd 2 - Option 2

Artistic
Holiday Designs

PRICING PER ITEM						
Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1 - Option 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 1 - Option 2</i>						
409233-R - Radiant Snowflake - 6.5ft	H 6.56ft x W 6.88ft x D 1.64ft	2	\$4,243.80	\$8,487.60	\$1,945.08	\$3,890.16
408903 - 2D/3D Enchanted Pure Blue Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	1	\$4,372.50	\$4,372.50	\$1,603.25	\$1,603.25

PRICING PER ITEM							
Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty	
<i>Hallandale Beach Blvd 2 - Option 1</i>							
201755 - 2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	2	\$3,927.00	\$7,854.00	\$1,439.90	\$2,879.80	
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26	
<i>Hallandale Beach Blvd 2 - Option 2</i>							
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26	
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82	
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33	
Median Decor: field services TBD once decor is selected.							
<i>Median Trees</i>							
5MM50-PWT-C - Pure White Coaxial Twinkle Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60	
	Includes Labor - Lease only product						
Total				\$65,092.68		\$38,298.37	

Thank You

Page 22 of 102

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com





North Bay Village

REQUEST FOR PROPOSAL

**Holiday Lighting and
Decorations Design and
Display Services**

RFP 2020-002

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REQUEST FOR PROPOSAL

RFP 2020-002

Holiday Lightning and Decorations Design and Display Services

NOTICE: Sealed statements of proposals for consideration to provide the services detailed in the scope of services listed below shall be *electronically* received by:

www.demandstar.com

Elizabeth Carrino, Procurement Manager

Time: By 10 AM

Date: Wednesday, July 15, 2020

The submittals shall be clearly titled:

**“Holiday Lightning and Decorations Design and
Display Services RFP 2020-002”**

All submittals shall be electronically opened and recorded on Wednesday, July 15, 2020 at 2 PM. Late submittals shall **not** be accepted or considered.

If you have any questions in regards to this matter, please email ecarrino@nbvillage.com.

The Village reserves the right to negotiate or reject any and all proposal(s), and re-advertise deemed to be in the best interest of the Village or to waive any informality in any submittal.

Respondents are to submit via electronically through www.demandstar.com.
See instructions below.

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web application interface for managing bids. At the top, there is a navigation bar with tabs: 'Board', 'Bids' (selected), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the navigation bar, there is a large orange arrow pointing right with the word 'Bids' inside it. To the right of this arrow, there is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements, there is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. The list items are as follows:

Bid ID	Description	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID

Active

Bid Details

Agency Name

agency2.0

Bid Writer

agency2.0 id

Bid ID

EBID-123456-0-2020/AD

Bid Type

EBID - E-BID

Broadcast Date

02/06/2020 2:40 AM Eastern

Fiscal Year

2020

Due

02/28/2020 11:00 PM Eastern

Bid Status Text

BID STATUS

Scope of Work

Scope to Work

Documents

Filename	Type	Date Modified	Status
file	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond

None

Plan (blueprint)

None

E-Bidding

Submit

Distributed By

DemandStar

Distribution Method

Download and Mail

Distribution Options

Bid has no blueprints associated with it

Project Estimated Budget

\$120,000.00

Distribution Notes

None

Publications

View Legal Ad

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Galiardi

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name agency2.0
Bid Number EBID-123456-Q-2020/AD
Bid Due Date 02/29/2020 (PST)
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

7

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Gallardi

Home > Bids > TESTBID > My E-Bid Response

Save & Finish Later Cancel

E-Bid Response

Bid Details

Agency Name: agency2.0
Bid Number: EBID-123456-0-2020/AD
Bid Due Date: 02/29/2020 (PST)
Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

Contact Information
Documents Upload
Review Bid

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing Web Format (*.DWF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOC)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPD)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOCX)
- Plot file (*.PLT)
- TIFF Image (*.TIF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents

You can upload additional documents here.

Document Title:

Add Document

Previous Next

8

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name agency2.0

Bid Number EBIID-123456-Q-2020/A/D

Bid Due Date 02/28/2020 (PST)

Bid Opening 19 days, 13 hours, 28 minutes, 21 seconds Remaining

Bid Name TESTBID

E-Bid Response

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (Web Format) (*.DWG)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPD)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Plot File (*.PLT)
- TIFF Image (*.TIF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	Online/Electronic ▾ Choose a file	

Previous

Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns. The left column contains 'Bid Details' and 'E-Bid Progress'. The right column contains 'Contact Info', 'Agency Required Documents', and 'Supplemental Documents'. A red arrow points to the 'Submit Response' button at the bottom right of the page.

Bid Details

Agency Name	agency2.0
Bid Number	ESB-0-123456-0-2020-00
Bid Due Date	01/29/2020 (PST)
Bid Opening	23 days, 04 hours, 10 minutes, 47 seconds Remaining
Bid Name	TESTBID

E-Bid Progress

- Contact Information
- Documents Uploaded
- Review Bid

Contact Info

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 727
Address 2	
City	Pittsburgh
State	Pennsylvania
Country	United States of America
Postal Code	15230-0717
Phone Number	4127876810
Fax	
Bid Amount	\$127,000.00
Alternate Bid Amount	
Notes	For the full 6 month contract

Agency Required Documents

- Service Desc agency2.0 (Electronic/Online)

Supplemental Documents

- References (Electronic/Online)

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-3005.

[Previous](#) [Submit Response](#)

PROJECT OVERVIEW

By way of this RFP, North Bay Village is soliciting proposals from qualified parties and/or firms to deliver **Holiday Lightning and Decorations Design and Display Services** (the "Services"). The Village is interested in working with a qualified contractor to:

- Provide their best design concept for a holiday lighting and decoration display for North Bay Village. The decorations are limited to the entrance signs of Harbor Island, Treasure Island, and North Bay Island; and along the Kennedy Causeway, the length of North Bay Village. Color renderings of the proposed design are required in the submittal.
- Develop, supply, install, remove, maintain and store all the lighting and custom decorations proposed.
- Utilize Light Emitting Diode (LED) lighting in the proposed displays.
- Inspect all lighting and decorations on a weekly basis and repair those lights and decorations that properly functioning.

Through the process described herein, persons and/or firms interested in assisting the Village with the provision of the Services must prepare and submit a proposal containing no less than the information requested herein. The Village will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFP, the determination of which shall be in the sole discretion of the Village.

As part of their proposals firms/individuals must provide a list of related projects or similar type of work with contact names, phone numbers, email address and service dates.

All questions, copies of the complete RFP, or concerns should be directed to the following email: ecarrino@nbvillage.com. Inquiries must reference "**Holiday Lightning and Decorations Design and Display Services RFP 2020-002**" in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the Village to award a contract subject to cancellation as provided herein. The Village may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

SCHEDULE OF EVENTS

RFP Available on Demandstar www.Demandstar.com and www.northbayvillage-fl.gov	Date: Thursday June 18, 2020
Non-Mandatory Pre-Bid Zoom Conference Meeting Meeting ID: 841 5992 6554 Password: 2020002	Time: 9 AM Date: Thursday June 25, 2020
Deadline for Written Questions To be sent to ecarrino@nbvillage.com	Time: 11 AM Date: Friday July 3, 2020
Q & A Response www.Demandstar.com and www.northbayvillage-fl.gov	Time: 11 AM Date: Wednesday July 8, 2020
Deadline for Electronic Submittal through www.Demandstar.com	Time: 10 AM Date: Wednesday July 15, 2020
Electronic Proposal Opening through Zoom. Meeting ID: 841 5992 6554 Password: 2020002	Time: 2 PM Date: Wednesday July 15, 2020
Evaluation Committee Receives Responses for Review	Time: 5 PM Date: Wednesday July 15, 2020
To be Approved by Commission	Time: TBA Date: Tuesday September 8, 2020
Notice of Intent to Award to be Posted on www.Demandstar.com	Time: 10 AM Date: Wednesday September 9, 2020
Contract Sent to Vendor	Time: 10 AM Date: TBD TBD
Contract Start Date	TBD

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Commission.

Contract: The written agreement between the Village and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Bay Village's Village Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose proposal is accepted and who enters into a Contract with North Bay Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

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

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

Village Manager: The Manager of North Bay Village, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with North Bay Village.

Owner: The term Owner as used in this Contract shall mean North Bay Village.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the Village to encourage full and open competition among all available qualified vendors. To receive solicitation document, specifications and updates email ecarrino@nbvillage.com

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager. Such inquiries or request for information shall be submitted to the Procurement Manager and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically sent to ecarrino@nbvillage.com or mailed to the Procurement Manager, 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141.

During the Cone of Silence the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Commission, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to Elizabeth Carrino, Procurement Manager at ecarrino@nbvillage.com

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A.** Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B.** Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the RFP conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary

examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.

- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in North Bay Village Purchasing Code and applicable Miami-Dade County Ordinances, Florida State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

- A. Proposals and Addenda thereto shall be submitted through www.demandstar.com
Refer to page 3 for instructions.
- B. Proposals must be submitted on the forms furnished. Proposers shall have sole responsibility of insuring submission of proposals on time and through the proper site.

1.6 ADDENDA

The Procurement Manager may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The Village reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the submitting date and time (see Schedule of Events) will be considered timely. Proposals and modifications received after the submitting date and time for the proposal will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Procurement Manager on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Procurement Manger by Friday, July 3, 2020.

1.12 INVOICING/PAYMENT

All invoices should be sent to: North Bay Village, Finance Department, 1666 Kennedy Causeway Suite 300, North Bay Village, FL 33141. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

1.13 COMPETENCY OF PROPOSERS

- A.** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B.** The Village may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the Village. In all cases North Bay Village shall have no

liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Procurement Manager
North Bay Village
Attention: Elizabeth Carrino
Phone: (305) 756-7171
E-mail: ecarrino@nbvillage.com

and

To the Village Attorney
Daniel Espino
North Bay Village
Phone: (305) 854-0800
E-mail: Despino@wsh-law.com

To the Proposer

Notices will be sent to the proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the proposer shall be considered to be at all times the sole employees of the proposer under the proposer's sole direction, and not employees or agents of North Bay Village. The proposer shall supply competent and physically capable employees and the Village is authorized to require the proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF PROPOSAL

The Evaluation Committee will make a recommendation of the highest rank based upon evaluation criteria. The Village reserves the right to award to more than one proposer. The Village reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

1.17 PROTESTS

Right to Protest. Any proposer or interested parties (hereinafter collectively referred to as the "proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in Village Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.

1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Procurement Manager with copy to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Procurement Manager with copy to the Village Manager and Village Attorney. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing within ten days of the award of the contract. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Village Manager's written recommendation to the Village Commission.
3. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

4. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
5. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
6. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami- Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
7. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
8. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
9. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.
10. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
11. At the time the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village Commission, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Commission of any legal issues relative to any protest filed in connection with the RFP in question.
12. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

1.18 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Proposer.

1.19 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her proposal(s) rejected for: Poor performance or default, in the Village's opinion, on previous contracts with the Village. Poor performance or default, in the Village's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

Refer to Section 2, *Special Conditions*.

1.21 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Village.

1.22 FRAUD AND MISREPRESENTATION

In accordance with Village Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Proposer, by affixing his/her signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any

patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless North Bay Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to attorney's fees and costs of defense, which North Bay Village, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of North Bay Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover North Bay Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The Village specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the proposal form by the Proposer.

1.31 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases

of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.35 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the Village's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

1.37 ACCESS TO RECORDS

The Village reserves the right to require the proposer to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The proposer shall retain all records pertaining to the Agreement and upon request make them available to the Village for three years following expiration of the Agreement. The proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards at no cost to the Village.

1.38 INSURANCE REQUIREMENTS

The proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the proposer shall furnish to the Procurement Manger, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the proposer as required by Florida Statute 440. Should the proposer be exempt from this Statute, the proposer and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: NORTH BAY VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Village notification to proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the Village. If the proposer fails to submit the required insurance documents in the manner

prescribed in the Agreement within twenty (20) calendar days after Village notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

1.39 VILLAGE WEBSITE

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Village Clerk's "Bid's & RFP's" page, which can be found at: <https://northbayvillage-fl.gov/bids>

1.40 DISCLAIMER

North Bay Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to North Bay Village's requirements will not be considered. After all proposals are analyzed, proposer(s) submitting proposals that appear, solely in the opinion of North Bay Village, to be the most qualified, shall be submitted to North Bay Village's Village Commission, and the final selection will be made thereafter with a timetable set solely by North Bay Village. The selection by North Bay Village shall be based on the RFP, which is, in the sole opinion of the Village Commission of North Bay Village, in the best interest of North Bay Village. The issuance of this RFP constitutes only an invitation to make presentations to North Bay Village. North Bay Village reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases North Bay Village shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

1.41 CONFIDENTIALITY

As a political subdivision, North Bay Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, proposer acknowledges that the materials submitted with the proposal and the results of North Bay Village's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

1.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.

The proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The proposer acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The proposer agrees to provide input on policy issues in the form of recommendations.

The proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.43 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The proposer warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the proposer deemed necessary in order to determine the price the proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Village shall have no obligation to pay the proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the proposer.

All Services undertaken by the proposer before Village's approval of this Contract shall be at the proposer's risk and expense.

1.44 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the proposer may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

1.45 MANNER OF PERFORMANCE

- A.** The proposer shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the proposer in all aspects of the Services. At the request of the Village, the proposer shall promptly remove from the project any proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the proposer.
- B.** The proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any proposer's personnel performing services hereunder at the behest of the Village. Removal and replacement of any proposer's personnel as used in this Article shall not require the termination and or demotion of such proposer's personnel.
- C.** The proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D.** The proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E.** The proposer shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F.** The proposer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.46 INDEPENDENT CONTRACTOR RELATIONSHIP

The proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the proposer's 's sole direction, supervision and control. The proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the proposer s relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The proposer does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

1.47 AUTHORITY OF THE VILLAGE'S CONTRACT MANAGER

- A.** The proposer hereby acknowledges that the Village's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B.** The proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C.** The proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the proposer and the Contract Manager are unable to resolve their difference, the proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D.** In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether proposer s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the proposer to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.49 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.50 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A.** The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- B.** The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C.** Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D.** The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E.** The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the Village's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F.** The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property;
 3. Cancel orders;
 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G.** In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H.** All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

- A.** An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Village where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B.** When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C.** In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost revenues;
- B.** The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including

procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PATENT AND COPYRIGHT INDEMNIFICATION

- A.** The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B.** The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- C.** In the event any Deliverable or anything provided to the Village hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Village's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Village, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D.** The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.
- E.** The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.57 PROPRIETARY RIGHTS

- A.** The proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the proposer hereunder or furnished by the proposer to the Village and/or created by the proposer for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the Village, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- B.** All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C.** Accordingly, neither the proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Village, except as required for the proposer's performance hereunder.

1.58 VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the Procurement Manager for the duration of the Agreement. It is the responsibility of the proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

1.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A.** Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B.** Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami Dade County Code, and Ordinance 01-199.
- G. North Bay Village Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.60 NONDISCRIMINATION

During the performance of this Contract, proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the proposer or any owner, subsidiary or other firm affiliated with or related to the proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the proposer was not in violation at the time it submitted its affidavit.

1.61 CONFLICT OF INTEREST

The Contractor represents that:

- A.** No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B.** There are no undisclosed persons or entities interested with the proposer in the Agreement. The Agreement is entered into by the proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the proposer's knowledge, any subcontractor or supplier to the proposer.
- C.** Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest which is in conflict with the proposer's faithful performance of its obligations under the Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D.** The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E.** In the event proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, proposer shall promptly bring such information to the attention of the Village's Contract Manager. Proposer shall thereafter cooperate with the Village's review and investigation of such information and comply with the instructions proposer receives from the Contract Manager in regard to remedying the situation.
- F.** Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any Village employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village competing or applying for any such contract as it pertains to this solicitation, must

first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with North Bay Village or any person or agency acting for the Village and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the Village:

- A.** Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B.** Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C.** Represent, directly or indirectly, that any product or service provided by the proposer or such parties has been approved or endorsed by the Village, except as may be required by law.

1.63 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the proposer has with the Village, the proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law.

1.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the proposer

and the Village under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.66 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from proposer, which are assigned by a person designated as authorized to bind the proposer, will be recognized by the Village as duly authorized expressions on behalf of proposer.

1.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and Village Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Village's Proposer lists, and prohibition from engaging in any business with the Village.

1.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, Commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, Commission, percentage, gift or consideration.

1.69 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Village or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

1.70 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

The proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.71 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

1.72 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

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

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

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

North Bay Village is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Holiday Lighting and Decorations Design and Display Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

A dedicated servicing representative must be available to the Village on an on-going basis.

2.3 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

2.4 CONTRACT TERM

The Village intends to issue a three (3) year initial term with two (2) one (1) year renewal options. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.5 REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving questions via e-mail at ecarrino@nbvillage.com.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this solicitation.

2.6 SCHEDULE OF EVENTS

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

Refer to page 5 for dates. *DATES ARE TENTATIVE SUBJECT TO CHANGE*

2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

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

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

2.8 VENDOR AS AN INDEPENDENT CONTRACTOR

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

2.9 PROTECTION OF PROPERTY

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

2.10 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he/she has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.11 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 BACKGROUND INFORMATION

North Bay Village is requesting proposals from experienced firms (a "Proposer") to provide holiday lighting and decorations design and display services (the "Holiday Lighting and Decorations Display Services" or the "Services") relating to the development and implementation of a Village-wide holiday lighting and decoration display program (the "Project"). An Evaluation Committee shall evaluate and rank each Proposal submitted in accordance with the requirements set forth in the RFP. Upon the approval of the Village Council of the recommendation of the Village Manager and authorization to negotiate with the highest-ranked Proposer, the Village shall negotiate with the selected Proposer the terms of an agreement (the "Agreement") for the provision of the Services necessary for the completion of the Project. The successful Proposer will provide the Services pursuant to the requirements contained herein and the terms and conditions of the Agreement.

3.2 SCOPE OF SERVICES

DESIGN, INSTALLATION, MAINTENANCE, REMOVAL AND STORAGE:

Proposer will be responsible for the design, installation, maintenance, removal and storage of all Proposer-provided lights and decorations. The lighting and decoration shall be installed, maintained and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the "Holiday Lighting Season"), with actual dates to be specified by the Village's Representative, for the term of the Agreement. All lights and decorations should be on display and ready to illuminate by no later than November 15th and shall remain on display until, at least, the first week of January. The actual "turn-on date" will be determined by the Village. During the Holiday Lighting Season, daily inspection and maintenance of all lighting and decorations to ensure proper functioning is required.

Proposer shall have a lighting crew trained and experienced in maintaining and restoring the holiday lighting systems, including LED lights sets, and shall inspect all the Village-wide holiday lighting and decorations each and every evening during the Holiday Lighting Season. At the conclusion of the daily evening inspection, Proposer's lighting crew shall reset, modify and take all actions possible to ensure the Village's holiday decorations and lights are functioning as intended. A summary of each evening's inspection shall be provided to the Village in writing the following day, prior to 1:00 P.M. The inspection summary shall highlight any deficiencies identified during the evening inspection and specify any assistance required by the Village to restore the lighting and/or decorations to operational status.

Additionally, Proposer shall maintain a 24-hour per day, 7 day per week call center with a primary and secondary point of contact during the Holiday Lighting Season, to which outages and other problems can be reported. Proposer shall respond within eight hours by being on site at the designated area upon notification by the Village or its designated representative of a request to address a reported problem. Proposer shall ensure that all Village holiday lights and decorations are functioning by 5:00 p.m. each day during the Holiday Lighting Season.

The Village reserves the right to select any, all or no area for decorations or installation in a particular year of the Agreement. The Village shall also have the option of not installing any lighting or decorations for a complete Holiday Lighting Season(s) and continue to pay for the restorative maintenance and storage of the Village-owned holiday lighting and decorations on an annual basis, at its sole discretion.

3.3 RENTALS:

- A.** Proposer shall arrange for the rental, delivery, installation, daily inspection, maintenance and removal of new LED light sets to and from the locations identified under the Agreement. Proposer shall have a lighting crew specifically trained and experienced in maintaining and restoring the rented LED light sets each and every evening during the Holiday Lighting Season. Proposer will furnish all labor, machinery, tools, transportation means, supplies equipment, materials, services and all incidentals necessary for the full operations of the rental LED lights.

Specifications for LED Rental Light Sets (50 lights per set):

- Constructed with a coaxial connection and a threaded coupling cap to reinforce end-to-end bond.
- Ground Fault Interrupter (GFI) safety feature designed to prevent shock hazard and to reduce tripping compared to a standard incandescent light set.
- Injection-molded bulbs and sockets
- Water-tight/non-replaceable bulbs.
- Salt-water resistant connections.
- Long-lasting, low-maintenance, energy-efficient.
- Bulbs are cool to the touch.
- The LED lens style and color will be determined during program development.

- B.** Proposer shall arrange for the rental, delivery, installation, lights and decorations, daily inspection, maintenance and removal of a large Holiday Tree.

3.4 VILLAGE-OWNED INVENTORY:

Proposer shall be responsible, at a minimum, for the inspection, installation, annual preventative/restorative maintenance, operation, removal, and storage of Village's existing inventory of holiday decorations. Proposer shall store the decorations in an insurable, dry clean storage facility acceptable to the Village Manager or his/her designee and accessible for the Village to inspect during regular business hours.

3.5 MAXIMUM BUDGET:

The Village's budget for this service is depending on the possible designs. The Village would choose a design based one of the below budgets:

- \$25,000 per year.
- \$45,000 per year.
- \$80,000 per year.

Any proposals that exceed the budget will not be considered. Proposers shall submit renderings for each budget category as part of their submittal.

3.6 COLOR RENDERINGS:

All proposals shall include color renderings of all components of the proposed design.

END OF SECTION

SECTION 4.0 SUBMITTAL CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified.

4.1 TITLE PAGE

Show the name of respondent's agency/firm, address, telephone number, name of contact person, due date, and the RFP Title.

4.2 TABLE OF CONTENTS

Include a clear identification of the material by section and by page number.

4.3 COVER LETTER AND EXECUTIVE SUMMARY

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources. Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to perform the services under the scope of services.

The designee shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

4.4 SCOPE OF SERVICES PROPOSED

Clearly describe the scope of services available. Include details of your firm's general approach, proposed solution and a timeline of major events (Section 3.)

4.5 DESCRIPTION OF COMPANY AND SERVICES

Please address each of the following items as to how your firm will provide services to North Bay Village:

Provide information on the history and organizational structure of your firm including the year established, ownership, and principal officers.

4.6 ENHANCED BENEFITS

Provide a narrative statement describing why the Village should select the Proposer; including any examples of creative solutions that the firm may have offered similar clients in the past.

4.7 FEE

Describe your method of compensation for your services. All payments related to these services are to be billed directly to the Village.

4.8 ACKNOWLEDGMENTS

The Proposer must complete, sign as required, and submit the Addenda (refer to Section 1.6) and all forms from Section 6 as part of its submittal.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

5.1 INTRODUCTION

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. A recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiate an agreement and/or final award of an agreement.

The proposals shall be evaluated based on the following criteria to determine the proposal or proposals that are in the best overall interest of the Village.

5.2 EVALUATION CRITERIA

Criteria	Description	Points
1	Experience of the Proposer	20
2	Experience of the professionals that will be involved in the provision of Services	10
3	Proposed Design and Approach towards delivery of service	30
4	Cost/Budget	20
5	Recent, current, and projected workloads of the Proposer	10
6	Quality of References	10
Total		100

5.3 OVERALL RANKING

The Evaluation Committee will then determine the overall rating by adding the points for all criteria as described in Section 5.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Village may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Village.

Any contract, as a result of the Solicitation, will be submitted to Village Manager for approval and may be submitted to the Village Commission for their approval. All Proposers will be notified in writing when the Village Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the

Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

END OF SECTION

**SECTION 6.0
REQUIRED FORMS/DELIVERABLES**

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Proposer Information Worksheet
- Proposer Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Proposers Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- Domestic Partnership Certification
- Anti-Discrimination Certification

PROPOSER INFORMATION WORKSHEET

RFP 2020-002

Firm Name:

Firm Address:

Firm Contact Information:

Firm Representative (name and title):

Representative Contact Information:

Firm Type (circle one): Individual Partnership Corporation

If Corporation:

Date and Place of Incorporation:

If Foreign Corporation:

Date of Registration with Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President:

Vice President:

Treasurer:

Board of Directors:

If Partnership:

Date and Place of Organization

Partners:

PROPOSER QUALIFICATION STATEMENT

RFP 2020-002

In order to be considered, Proposers must provide evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER/PROVIDERS DISCLOSURE)**

RFP 2020-002

I, _____, being first duly sworn
state:

The full legal name and business address of the person(s) or entity contracting or
transacting business with the North Bay Village ("Village") is/are (Post Office addresses
are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY
NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than
subcontractors, material men, suppliers, laborers, or lenders) who have, or will
have, any interest (legal, equitable, beneficial or otherwise) in the contract or

business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
RFP 2020-002

Title: _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the North Bay Village, Florida by:

(print individual's name and title)

for:

(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____,
20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

RFP 2020-002

State of _____

County of _____

_____ being first duly sworn, deposes
and says that:

- (1) He/She/They _____ is/are _____ the
Partner, Officer, Representative or Agent)
of _____ the BIDDER/PROPOSER that has
submitted the attached RFP;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached RFP and of all pertinent circumstances respecting such RFP;
- (3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in
any way colluded, conspired, connived or agreed, directly or indirectly, with any
other PROPOSER, firm, or person to submit a collusive or sham Proposal in
connection with the Work for which the attached RFP has been submitted; or to
refrain from bidding in connection with such Work; or have in any manner,
directly or indirectly, sought by agreement or collusion, or communication, or
conference with any PROPOSER, firm, or person to fix any overhead, profit, or
cost elements of the RFP or of any other PROPOSER, or to fix any overhead,
profit, or cost elements of the RFP Price or the RFP Price of any other
PROPOSER, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against (Recipient), or any person interested
in the proposed Work;
- (5) The price or prices quoted in the attached RFP are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the PROPOSER or any other of its agents, representatives, owners,
employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP 2020-002

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

A. This sworn statement is submitted
to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification number (FEIN) is _____
(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- C. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person

who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- E. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP 2020-002

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposals received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP 2020-002

STATE OF }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the North Bay Village, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP 2020-002

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

DATE

CONE OF SILENCE CERTIFICATION

RFP 2020-002

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled
'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

Date

RFP 2020-002

Attachment of this executed form, as such, is required to complete a valid proposal.

Date _____

PROPOSER'S CERTIFICATION

RFP 2020-002

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the Village or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

STATE OF _____

Village, State and Zip Code

Telephone Number

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to
execute the Proposal dated, _____, 20____, to North Bay Village
and this Corporation and that their execution thereof, attested by the Secretary of the
Corporation, and with the Corporate Seal affixed, shall be the official act and deed of
this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a Partnership existing under the laws of the State
of _____, held on _____, 20_____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____ of the
Partnership, be and is hereby authorized to execute the Proposal
dated, _____ 20_____, to North Bay Village and this Partnership and
that their execution thereof, attested by the
_____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY IF JOINT VENTURE
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

_____ a corporation existing under the laws of the State of
_____, held on _____, 20_____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to execute
the Proposal dated, _____ 20____, to the North Bay Village official act and deed
of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

RFP 2020-002

To the North Bay Village

We _____, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless North Bay Village, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

PROPOSER

ATTEST

BY: _____

DOMESTIC PARTNERSHIP CERTIFICATION FORM

RFP 2020-002

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village's Code of Ordinances, "Requirement for Village contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ The Proposer currently complies with the requirements of Section 101 of the North Bay Village's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ The Proposer will comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ The Proposer will not comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award
- ☐ The Proposer does not need to comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation _____,
(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____ of

(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature Print Name

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____.

by _____, to me personally known ____ or produced

Identification ____ type of identification produced: _____

My commission expires: _____

Signature of Notary Public
(SEAL)

Print name of Notary Public

ANTI DISCRIMINATION CERTIFICATION

RFP 2020-002

Pursuant to

Section 9.03 of the North Bay Village Charter & Section 36.25 of the Code of Ordinances

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that:
(Name of Company)

I have read and understand the terms set forth in Section 9.03 of the North Bay Village Charter & Section 36.25 of the North Bay Village Code of Ordinances; and

I, on my behalf and on behalf of the Company, agree not to engage in any behavior or activity of any kind in the operation of the business that may constitute discrimination on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

It is understood that completion and execution of this form is required to complete a valid response to this solicitation for services. Failure to abide by this provision may be grounds to terminate any agreement derived from the award of this solicitation.

END OF SECTION

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF NORTH BAY VILLAGE, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. 2020-02, "HOLIDAY LIGHTS AND DECORATIONS" TO ARTISTIC HOLIDAY DESIGN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE CONTEMPLATED HEREIN AND TO EXPEND AVAILABLE FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 18, 2020, North Bay Village (the "Village") issued Request for Proposal 2020-02 ("RFP") for Holiday Lights and Decorations; and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and four (4) proposals were received by the Village by the June 15, 2020 deadline, with all proposals being deemed responsive; and

WHEREAS, the proposals were reviewed by a duly-convened selection committee, which scored and ranked the proposal as follows; and

1. Artistic Holiday Design – 267 points;
2. Florida CDI, LLC (Christmas Designers) – 231 points;
3. Miami Christmas lights – 159 points; and
4. LighterUp, LLC – 147 points; and

WHEREAS, staff recommended that the Commission award the RFP to Artistic Holiday Design and authorize the Village Manager to execute an agreement in furtherance of the its proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. RFP No. 2020-002 for holiday lights and decor is hereby awarded to Artistic Holiday Design, the top ranked proposer, according to the foregoing rankings. This award, in and of itself, does not vest Artistic Holiday Design with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. The Village Manager is authorized to finalize and execute a contractual agreement with Artistic Holiday Design for the procured services contemplated herein according to Artistic Holiday Design's proposal, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, and to expend budgeted funds in furtherance hereof. If the Manager is unable to finalize an agreement as provided herein, the Manager is authorized to negotiate with the next successively ranked proposer to procure the required services.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption.
The motion was seconded by _____ and upon being put to a vote, the
vote was as follows:

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Rachel Streitfeld
Commissioner Julianna Strout

PASSED AND ADOPTED on this - ____th day of September, 2020.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Artistic Holiday Designs, LLC, ("Vendor") a Florida limited liability company whose principal offices are located at 202 Stephen St., Lemont, IL 60439.

WHEREAS, the Town of Pembroke Park desires to vendor to decorate the Town for the holiday season; and

WHEREAS, the Town's Procurement Code allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement ("Initial Agreement", attached as Exhibit B) with the Village of North Bay, Florida, (the "Village") for the provision of decorating the Village for the holiday season after a competitive solicitation; and

WHEREAS, the Town has determined that the Initial Agreement meets the requirements of the Town's Procurement Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for _____--from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be _____ for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.

b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

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

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

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not

on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is are engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

11. **Termination.**

a. Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

c. Cancellation for Unappropriated Funds. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by

hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a Vendor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State and local ethics laws.** Vendor shall at all times comply with all federal, state and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

TOWN CLERK

MAYOR

Approved as to form and legal
sufficiency

TOWN ATTORNEY

EXHIBIT A

EXHIBIT B

Exhibit "A" - Vendor's Proposal

Artistic

Holiday Designs

2021 HOLIDAY LIGHTING PEMBROKE PARK, FL 11/3/2021



PRICING PER ITEM

Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 2</i>						
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33
Field Services	Install, Service, Takedown, Storage	1		\$1,250.00		\$1,250.00
<i>Median Trees</i>						
5MM50-PWT-C - Pure White Mini Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60
	Includes Labor - Lease only product					
Total				\$44,770.56		\$30,781.90



Town Hall

Artistic
Holiday Designs



Hallandale Beach Blvd 1

Artistic
Holiday Designs



Hallandale Beach Blvd 2

Artistic
Holiday Designs

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com



Exhibit "B" - Initial Agreement

**SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
Artistic Holiday Designs
FOR
PLANNING SERVICES**

THIS AGREEMENT is made between Artistic Holiday Designs, an active, for-profit Florida corporation (hereinafter the “Provider”), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the “Village”). Provider and Village may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to the Village’s Code of Ordinances the Village issued Request for Proposals No. 2020-02 for Holiday Lightning and Decorations Design and Display Services (the “RFP”) to provide holiday lightning, decorations design, display services, installation and regular maintenance of decorations; and

WHEREAS, Provider duly submitted a timely response, was ranked as the top firm, and was awarded the RFP by the Village Commission during its September 11, 2020 Regular Commission; and

WHEREAS, the Village and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services as specified herein

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the Village agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish those services to the Village as set forth in Exhibit “A,” dated June 18, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference (the “Scope of Services” or the “Services”). Provider’s Response to the RFP (the “Proposal”) is also incorporated into this Agreement in Exhibit “A”.

- 1.2 The Parties recognize that the Scope of Services has a specified time frame which shall govern performance.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

- 3.1 The Village shall pay to Provider, and Provider shall be entitled to be paid, a fee, invoiced and payable thirty (30) days after a submitted invoice, based on the time values provided in Provider's Proposal for the work in the Scope of Services. Additional work performed beyond the Scope of Services ("Additional Work") requires the consent of the Village Manager and shall be compensable in addition to the compensation provided for the initial Scope of Services. Any additional work performed without the Manager's consent shall not be compensable.
- 3.2 Provider shall invoice the Village for all services rendered. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 Provider shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Provider shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.
- 3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

- 4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the in possession of the Village that may be necessary for the completion of the Scope of Services.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform the Planning Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional service provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the Village Manager, the Provider shall at Providers sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Termination.**

- 7.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Provider to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.
- 7.2 Upon receipt of the Village's written notice of termination, Provider shall stop work on the Services.

- 7.3 In the event of termination by the Village, the Provider shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Provider being unable to do business with the Village in the future.

8. **Insurance.**

- 8.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 8.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

- 10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

- 11.1 Provider shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or neglect of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 11.2 The provisions of this section shall survive termination of this Agreement.

- 11.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Ralph Rosado, PhD, AICP
 Village Manager
 North Bay Village
 1666 Kennedy Causeway, 3rd Floor
 North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.

Weiss Serota Helfman Cole & Biermam, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider:

Derek Norwood
President
Artistic Holiday Designs
202 Stephen Street
Lemont, Illinois 60439

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do not contradict the terms of this Agreement.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the Village under this Agreement shall be the property of the Village.

15.2 In addition to other contract requirements provided by law, Provider shall:

15.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;

15.2.2 Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

15.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.

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

15.3 The Village may cancel this Agreement for refusal by the Provider to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the Village's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Representations and Warranties of Provider.**

19.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

19.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

19.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

19.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

19.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21. **Non-collusion.**

21.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

22. **Truth in Negotiating Certificate.**

22.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.**

25.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

26. **Force Majeure.**

26.1 It is understood that performance of any act by the Village or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

27. **Counterparts**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

NORTH BAY VILLAGE



Elora Riera, CMC, Village Clerk

By: 

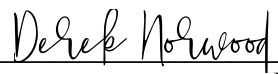
Ralph Rosado, PhD, AICP, Village Manager
Date: 9/22/2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of North Bay Village Only:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney





Derek Norwood
President
Artistic Holiday Designs

By: President

Date: 9/22/2020