



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, October 25, 2023

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS
 - 5.1. FDOT FM#436903-1/I-95 PD&E from Miami-Dade/Broward County Line to North of Hollywood Blvd
6. REPORTS OF COMMITTEES AND TOWN STAFF
 - 6.1. Fire Department - Chief Kane 6 - 10
[FIRE pkSEPTEMBER2023](#)
7. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO
 - 7.1. Monthly Report - Building Department 11 - 13
[Agenda Item Report - AIR-23-149 - Pdf](#)
8. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ
 - 8.1. Code Compliance Dept. Monthly Report for August 2023 and September 2023 14 - 57
[Code Compliance Dept. Monthly Report - Aug and Sep 2023 - Pdf](#)
9. FINANCE DEPARTMENT - CONSULTANT FINANCE DIRECTOR DILENA
 - 9.1. Audit Update 58
[Agenda Item Report - AIR-23-140 - Pdf](#)
10. IT DEPARTMENT - IT DIRECTOR PAKULA
 - 10.1. GIS maintenance agreement. 59 - 69

Approve item.
[Agenda Item Report - AIR-23-139 - Pdf](#)
 - 10.2. Fiber for the Town's infrastructure. 70 - 73

Approve New circuit
[Agenda Item Report - AIR-23-155 - Pdf](#)

10.3.	Axon Camera system for the Police Department	74 - 121
	Approve the Axon system for the Police Department Agenda Item Report - AIR-23-158 - Pdf	
11.	PLANNING CONSULTANT - MICHAEL VONDER-MEULEN	
11.1.	File No: 23-RZ-01 Applicant: BH 2550 LLC/Rachel Streitfeild, Caldera Law Address: 2550 SW 30th Avenue Request: Zoning Amendment 1 Avi memo PLANNER REVISED 2550 SW 30 Ave Memo Revised 102323 10 25 2023 PZB 102023 02 - Owner Petition 2550 SW 30th Avenue 2550 SW 30 Ave 03 -Owner Petition Exhibit A 2550 SW 30 Ave 04 - Owner Petition Exhibit B 2550 SW 30 Ave 05 - Owner Petition Plot Plan 2550 SW 30 Avenue 06 - Applicant's Response	122 - 133
12.	POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN	
12.1.	Monthly Stats - September 2023 N/A Agenda Item Report - AIR-23-148 - Pdf	134 - 136
13.	PUBLIC SERVICES DEPARTMENT - ACTING TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY	
13.1.	Climate Action Plan Agenda Item Report - AIR-23-151 - Pdf	137 - 141
13.2.	Interim Town Manager Contract and Discussion on Hiring Procedure For Information Agenda Item Report - AIR-23-147 - Pdf Interim TM contract	142 - 156
13.3.	Public Works Warehouse Storage - Lease Agreement We are recommending approval. Agenda Item Report - AIR-23-156 - Pdf	157 - 196
13.4.	Holiday Lighting (Discussion) Agenda Item Report - AIR-23-154 - Pdf	197 - 207
13.5.	Bobcat (Discussion) Agenda Item Report - AIR-23-153 - Pdf	208 - 218
13.6.	RFQ for Town Attorney Consultant	219 - 235

[RFQ \(Town Attorney Services\)](#)

- 13.7. Kimley-Horn & Associates - vulnerability assessment 236 - 287

We are recommending approval.

[Agenda Item Report - AIR-23-157 - Pdf](#)

- 13.8. Interlocal Agreement Renewal - Unsafe Structures 288 - 292

We are recommending approval.

[Agenda Item Report - AIR-23-159 - Pdf](#)

14. TOWN ATTORNEY - INTERIM TOWN ATTORNEY HOROWITZ

- 14.1. Bamboo Paradise Ownership update 293 - 415

[Agenda Item Report - AIR-23-150 - Pdf](#)

- 14.2. Settlement Agreement 416 - 422

[Agenda Item Report - AIR-23-146 - Pdf](#)

- 14.3. Purchasing Manual 423 - 492

[Agenda Item Report - AIR-23-141 - Pdf](#)

15. DISCUSSION

- 15.1. Koinonia Veterans's Appreciation Brunch - Clerk Commissioner Hodgkins 493 - 498

The Town will loan (5) 10x10 tents for the event and Commission to consider a monetary donation.

[Agenda Item Report - AIR-23-138 - Pdf](#)

- 15.2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika 499 - 504

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord Parks and Recreation Advisory Board](#)

- 15.3. Food Truck Vendor Ordinance - Mayor Mohammed 505 - 509

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED

“MOBILE FOOD DISPENSING VEHICLES;” PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Ord \(Mobile Food Vendors\)](#)

- 15.4. Youth Advisory Board - Mayor Mohammed

510 - 515

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION”; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED “YOUTH AFFAIRS ADVISORY BOARD”; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord 2023 Youth Affairs Board](#)

16. TOWN CLERK COMMENTS

17. ATTORNEY COMMENTS

18. TOWN MANAGER COMMENTS

19. COMMISSIONER COMMENTS

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

20. ANNOUNCEMENTS

- 20.1. Regular Commission Meeting, Wednesday, November 8th at 7:00 PM
Special Magistrate Hearing, Wednesday, November 15th at 9:00 AM
Workshop Commission Meeting, **Monday, November 27 at 6:00 PM**

CALENDAR OF EVENTS:

Fall Festival, Saturday, scheduled for October 28, 2023 4:00 PM to 7:00 PM

Food Drive, Saturday, November 4, 2023

Health Fair, Saturday, November 4, 2023 from 10:00 AM to 2:00 PM

Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM

Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

21. 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

INCIDENT NUMBER	INCIDENT TYPE DESCRIPTION	ALL DISPOSITIONS	CITY NAME	AGENCY ID	AREA NAME	BEAT NAME	INCIDENT	
							TYPE CODE	PRIMARY UNIT ID
FPK23091100001593	MENTAL ILLNESS	TFR	PK	PK	27	27A	S20	R27
FPK23091200001600	MENTAL ILLNESS	CCL	PK	PK	27	27B	S20	
FPK23092600001662	MENTAL ILLNESS	TFR	PK	PK	27	27A	S20	R27
FPK23090800001574	COMMERCIAL STRUCTURE FIRE	CL, CL	PK	PK	27	27Y1	S25CF	R27
FPK23092000001635	COMMERCIAL STRUCTURE FIRE	CL, CL	PK	PK	27	27B	S25CF	R27
FPK23092500001655	COMMERCIAL STRUCTURE FIRE	CL, CL, CL	PK	PK	27	27Y2	S25CF	R7
FPK23093000001683	COMMERCIAL STRUCTURE FIRE	CL, CL	WP	PK	27	27A	S25CF	E27
FPK23093000001682	ELECTRICAL UTILITY FIRE	CL	PK	PK	27	27B	S25EH	E27
FPK23092900001675	HIGH RISE FIRE	TFR, CL	PK	PK	27	27A	S25HF	R27
FPK23091400001605	OUTSIDE FIRE	CL	PK	PK	27	27A	S25OF	E7
FPK23092200001640	OUTSIDE FIRE	CL	PK	PK	27	27A	S25OF	E27
FPK23093000001684	RESIDENTIAL FIRE	CL	PK	PK	27	27A	S25RS	R27
FPK23092600001661	SMOKE INVESTIGATION	CL	PK	PK	27	27B	S25SI	E27
FPK23090800001576	TRAIN AND RAIL COLLISION/DERAILMENT	CL, CL	PK	PK	27	27B	S25TRD	R7
FPK23090200001545	SUICIDE ATTEMPT	CL	PK	PK	27	27B	S32	R27
FPK23092000001634	FIGHT	NTR, CCL	PK	PK	27	27A	S36IJ	R27
FPK23091200001594	DOMESTIC DISTURBANCE	NTR	PK	PK	27	27A	S38IJ	R27
FPK23091200001595	DOMESTIC DISTURBANCE	NTR	PK	PK	27	27A	S38IJ	R27
FPK23090200001547	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	PK	27	27B	S49CF	E27
FPK23091900001626	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	PK	27	27A	S49CF	E27
FPK23091900001627	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	PK	27	27B	S49CF	E27
FPK23093000001685	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	PK	27	27A	S49CF	E27
FPK23092300001646	MEDICAL ALARM	TFR	PK	PK	27	27A	S49M	R27
FPK23092400001647	MEDICAL ALARM	NTR	PK	PK	27	27A	S49M	R27
FPK23091700001617	FIRE ALARM - RESIDENTIAL	CL	PK	PK	27	27A	S49RS	E27
FPK23092200001643	ACCIDENT ROLLOVER OR EXTRICATION	NTR	PK	PK	27	27Y1	S4E	R27
FPK23090100001544	ACCIDENT HIGHWAY	NTR, NTR	PK	PK	27	27Y1	S4H	R27
FPK23090500001556	ACCIDENT HIGHWAY	TFR	PK	PK	27	27Y2	S4H	R27
FPK23091300001602	ACCIDENT HIGHWAY	CL, CL, CL	PK	PK	27	27Y1	S4H	R27
FPK23091600001611	ACCIDENT HIGHWAY	NTR	PK	PK	27	27Y2	S4H	R227
FPK23091600001612	ACCIDENT HIGHWAY	DUP	PK	PK	27	27Y2	S4H	

FPK23091000001585	ACCIDENT HIGHWAY	CL	HW	PK	27	27Y2	S4H	R27
FPK23091600001613	ACCIDENT HIGHWAY	NTR	PK	PK	27	27Y2	S4H	Q7
FPK23091700001618	ACCIDENT HIGHWAY	DUP	PK	PK	27	27Y2	S4H	R27
FPK23092000001636	ACCIDENT HIGHWAY	CL	PK	PK	27	27B	S4H	R27
FPK23091500001608	ACCIDENT HIGHWAY	CL	PK	PK	27	27Y1	S4H	R27
FPK23092400001648	ACCIDENT HIGHWAY	CPD	PK	PK	27	27Y1	S4H	R27
FPK23092900001674	ACCIDENT HIGHWAY	CL, UNF	PK	PK	27	27Y1	S4H	R27
FPK23092700001664	ACCIDENT HIGHWAY	CL	PK	PK	27	27Y2	S4H	R27
FPK23090500001557	ACCIDENT WITH INJURIES	CL	PK	PK	27	27A	S4I	R27
FPK23090700001570	ACCIDENT WITH INJURIES	CL	PK	PK	27	27A	S4I	R27
FPK23091200001597	ACCIDENT WITH INJURIES	NTR, NTR	PK	PK	27	27B	S4I	R27
FPK23092600001660	ACCIDENT WITH INJURIES	CL, TFR	PK	PK	27	27A	S4I	R27
FPK23092800001671	ACCIDENT WITH INJURIES	TFR	PK	PK	27	27A	S4I	R227
FPK23092900001680	ACCIDENT WITH INJURIES	NTR, NTR	PK	PK	27	27B	S4I	R227
FPK23092900001681	ACCIDENT WITH INJURIES	NTR	PK	PK	27	27B	S4I	R27
FPK23092800001669	ACCIDENT WITH INJURIES	REF	PK	PK	27	27B	S4I	R27
FPK23092600001658	ACCIDENT WITH INJURIES	COS	PK	PK	27	27B	S4I	R27
FPK23092600001663	ACCIDENT WITH INJURIES	TFR	PK	PK	27	27A	S4I	R27
FPK23091600001610	ABDOMINAL PAIN	CL	PK	PK	27	27A	S67AP	R27
FPK23091100001588	ABDOMINAL PAIN	NTR	PK	PK	27	27A	S67AP	R7
FPK23092200001639	ABDOMINAL PAIN	TFR	PK	PK	27	27B	S67AP	R27
FPK23090800001572	CHEST PAINS NON-TRAUMATIC	CL	PK	PK	27	27B	S67CP	R27
FPK23091500001607	CHEST PAINS NON-TRAUMATIC	TFR	PK	PK	27	27B	S67CP	R231
FPK23091700001615	CHEST PAINS NON-TRAUMATIC	TFR	PK	PK	27	27B	S67CP	R231
FPK23091900001623	CHEST PAINS NON-TRAUMATIC	TFR	PK	PK	27	27A	S67CP	R227
FPK23092900001679	CHEST PAINS NON-TRAUMATIC	TFR	WP	PK	27	27A	S67CP	R27
FPK23091400001604	CARDIAC/RESPIRATORY ARREST	NTR	PK	PK	27	27B	S67CR	R27
FPK23092100001638	DIABETIC	TFR	PK	PK	27	27A	S67DB	R27
FPK23092000001632	DIABETIC	CL	PK	PK	27	27A	S67DB	R27
FPK23090800001578	EXPOSURE HEAT OR COLD	TOA	PK	PK	27	27B	S67EX	R90
FPK23090300001550	FALL NO INJURY	CL	PK	PK	27	27B	S67F	E7
FPK23090600001565	FALL NO INJURY	CL	PK	PK	27	27B	S67F	E27
FPK23090500001562	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R27
FPK23090400001551	FALL INJURY	CL	PK	PK	27	27A	S67FI	R27

FPK23091100001592	FALL INJURY	NTR	PK	PK	27	27A	S67FI	R27
FPK23091100001587	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R227
FPK23091100001590	FALL INJURY	NTR	PK	PK	27	27A	S67FI	R27
FPK23091800001621	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R27
FPK23091900001629	FALL INJURY	TFR	PK	PK	27	27B	S67FI	R27
FPK23092000001633	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R27
FPK23092400001652	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R27
FPK23090400001555	FALL INJURY	CL	PK	PK	27	27A	S67FI	R27
FPK23092800001672	FALL INJURY	CL	PK	PK	27	27A	S67FI	R27
FPK23092800001673	FALL INJURY	CL	PK	PK	27	27A	S67FI	R27
FPK23092500001654	FALL INJURY	TFR	PK	PK	27	27B	S67FI	R27
FPK23092900001676	FALL INJURY	TFR	PK	PK	27	27A	S67FI	R7
FPK23092900001677	FALL INJURY	DUP	PK	PK	27	27A	S67FI	R27
FPK23090600001563	HEMORRHAGE OR LACERATION	TFR	PK	PK	27	27A	S67HM	R27
FPK23091200001596	HEMORRHAGE OR LACERATION	TFR	PK	PK	27	27B	S67HM	R27
FPK23090600001566	INJURY	TFR	PK	PK	27	27A	S67IJ	R27
FPK23090800001573	OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCA	CL	PK	PK	27	27A	S67OB	R27
FPK23090100001543	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27B	S67PO	R27
FPK23090400001553	UNCONSCIOUS OR FAINTING	CL	PK	PK	27	27B	S67PO	R27
FPK23090400001554	UNCONSCIOUS OR FAINTING	GOA	PK	PK	27	27A	S67PO	R27
FPK23090800001575	UNCONSCIOUS OR FAINTING	CL	PK	PK	27	27A	S67PO	R27
FPK23090800001580	UNCONSCIOUS OR FAINTING	TOA	PK	PK	27	27Y1	S67PO	R227
FPK23091000001582	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27B	S67PO	R27
FPK23090600001564	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27A	S67PO	R227
FPK23091800001620	UNCONSCIOUS OR FAINTING	REF	PK	PK	27	27A	S67PO	R227
FPK23092000001637	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27B	S67PO	R27
FPK23092300001645	UNCONSCIOUS OR FAINTING	CPD	PK	PK	27	27A	S67PO	R227
FPK23092400001649	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27A	S67PO	R227
FPK23092400001650	UNCONSCIOUS OR FAINTING	CL	PK	PK	27	27A	S67PO	R227
FPK23091000001586	UNCONSCIOUS OR FAINTING	CL	PK	PK	27	27B	S67PO	R27
FPK23092700001667	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27A	S67PO	R227
FPK23091300001601	UNCONSCIOUS OR FAINTING	TFR	PK	PK	27	27B	S67PO	R27
FPK23090300001548	SICK PERSON	TFR	PK	PK	27	27B	S67SP	E27
FPK23090700001569	SICK PERSON	NTR	PK	PK	27	27A	S67SP	R27

FPK23090800001579	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23091000001584	SICK PERSON	CL	PK	PK	27	27A	S67SP	R27
FPK23091100001589	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R227
FPK23091400001603	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23091600001614	SICK PERSON	CL	PK	PK	27	27B	S67SP	R27
FPK23091900001628	SICK PERSON	CL	PK	PK	27	27A	S67SP	R27
FPK23091900001630	SICK PERSON	CL	PK	PK	27	27A	S67SP	R227
FPK23091500001606	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23091800001619	SICK PERSON	TFR	PK	PK	27	27B	S67SP	R27
FPK23092300001644	SICK PERSON	UNF	PK	PK	27	27A	S67SP	R27
FPK23092400001651	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23092400001653	SICK PERSON	NTR	PK	PK	27	27B	S67SP	R27
FPK23092500001657	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23092600001659	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23091900001625	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23092800001668	SICK PERSON	CL	PK	PK	27	27A	S67SP	R27
FPK23092800001670	SICK PERSON	CL	PK	PK	27	27A	S67SP	R27
FPK23092200001641	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23092900001678	SICK PERSON	TFR	PK	PK	27	27B	S67SP	R27
FPK23090900001581	SICK PERSON	TFR	PK	PK	27	27B	S67SP	R27
FPK23092700001666	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23092700001665	SICK PERSON	TFR	PK	PK	27	27A	S67SP	R27
FPK23090200001546	STROKE	CL	PK	PK	27	27A	S67ST	R227
FPK23090500001561	STROKE	TFR	PK	PK	27	27B	S67ST	R27
FPK23091700001616	STROKE	TFR	PK	PK	27	27A	S67ST	R227
FPK23090600001568	SEIZURE	TFR	PK	PK	27	27A	S67SZ	R27
FPK23090400001552	TROUBLE BREATHING	TFR	PK	PK	27	27A	S67TB	R227
FPK23090500001559	TROUBLE BREATHING	TFR	PK	PK	27	27B	S67TB	R27
FPK23090500001558	TROUBLE BREATHING	TFR	PK	PK	27	27B	S67TB	R27
FPK23090700001571	TROUBLE BREATHING	CL	PK	PK	27	27A	S67TB	R227
FPK23090800001577	TROUBLE BREATHING	NTR	PK	PK	27	27B	S67TB	R231
FPK23091000001583	TROUBLE BREATHING	CL	PK	PK	27	27B	S67TB	R227
FPK23091200001598	TROUBLE BREATHING	TFR	PK	PK	27	27B	S67TB	R27
FPK23091800001622	TROUBLE BREATHING	REF	PK	PK	27	27A	S67TB	R227

FPK23091900001631	TROUBLE BREATHING	DUP	PK	PK	27	27B	S67TB	
FPK23092200001642	TROUBLE BREATHING	TFR	PK	PK	27	27A	S67TB	R227
FPK23091900001624	TROUBLE BREATHING	TFR	PK	PK	27	27A	S67TB	R227
FPK23090600001567	UNKNOWN MEDICAL	TFR	PK	PK	27	27A	S67UM	R227
FPK23091100001591	UNKNOWN MEDICAL	CFD, CFD	PK	PK	27	27B	S67UM	R27
FPK23091600001609	UNKNOWN MEDICAL	CL	PK	PK	27	27A	S67UM	R27
FPK23091200001599	UNKNOWN MEDICAL	DUP	PK	PK	27	27B	S67UM	
FPK23090300001549	UNKNOWN MEDICAL	CL	PK	PK	27	27A	S67UM	R7
FPK23090500001560	FIRE OR MEDICAL SERVICE CALL	TFR	PK	PK	27	27B	S68	E27
FPK23092500001656	FIRE OR MEDICAL SERVICE CALL	CL	PK	PK	27	27A	S68	Q7

S4 ACCIDENT	24
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S25 FIRE	11
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S49 ALARM	7
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S67 MEDICAL	99
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S68 SERVICE CALL	2
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TOTAL	143
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AGENDA ITEM REPORT



To: Commission
Subject: Monthly Report - Building Department
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Building
Staff Contact:

BACKGROUND INFORMATION:

Monthly Report

FINANCIAL IMPACT:

None

ATTACHMENTS:

[Building Department Pembroke Park September Status Report](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Marlen Martell, Town Clerk	Approved - Oct 18 2023



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Monthly Status Report

September 2023

Summary:

The Department is currently working on processes and procedures to identify areas that need attention.

By the Numbers

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Reviews Completed	Total Fees
September	38	242	21	13	589	192	\$151,668.00
August	60	173	33	16	320	265	\$268,575.00
July	49	67	30	17	291	218	\$152,879.00
June	46	65	26	175	658	208	\$49,290.00
May	288	92	248	45	497	238	\$241,922.00
April	233	61	232	209	415	289	\$274,348.00
March	310	31	298	229	685	586	\$82,604.00
February	65	64	48	67	559	556	\$124,325.00
January	92	80	56	55	544	287	\$120,754.00
December	93	87	76	85	512	390	\$203,901.00
November	96	101	74	92	405	369	\$118,072.00
October	105	149	67	66	574	354	\$230,378.00
Total	1475	1212	1209	1069	6049	3952	\$2,018,716.00

The numbers remained on the high side for most categories.

By the Numbers

During the reporting period the total fees collected \$268,575.00, with a total for the fiscal year being \$1,867,048.00.

Large Construction Projects

District	Project	Description	Notes
Seneca Town Center			
1	Building 2	Building Shell	Shell complete
1	Building 2	Building Shell	Shell complete
Other Projects			
1	Coca Cola	Various Improvements	At different stages
1	Seneca Town Center	Wawa	Substantially complet
		Storage Building	Going Vertical
		Hospital Building	Ready to Issue
4	Magnolia Townhomes	47 Townhomes	In review
5	Pembroke Villas	28 Townhomes	In approval stage
4	O'Reilly's	Free standing building	Construction progressing
4	Car Wash	Free standing building	Substantially Complete

AGENDA ITEM REPORT



To:

Subject: Code Compliance Dept. Monthly Report for August 2023 and September 2023

Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Code

Staff Contact:

ATTACHMENTS:

[Code Compliance Department Detail Report - Aug 2023](#)

[Code Compliance Department Detail Report - Sep 2023](#)

[CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Aug 16 2023 - Minutes](#)

[CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Sep 20 2023 - Minutes](#)

Aleem Ghany, Public Services
Director

Marlen Martell, Town Clerk

Status:

Approved - Oct 18 2023

Approved - Oct 18 2023



Code Compliance Department Report

From 8/1/2023 to 8/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7603	8/2/2023	5511 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
8784	8/4/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #803	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8785	8/4/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8786	8/4/2023	2300 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8787	8/7/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Violation	J. Gustin	Regular Mail
8788	8/7/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Violation	J. Gustin	Regular Mail
8789	8/7/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #702	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8791	8/9/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Notice of Violation	J. Gustin	Regular Mail
8793	8/10/2023	2520 SW 30 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Gustin	Regular Mail

<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>
8794	8/11/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8797	8/11/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail
8800	8/11/2023	2821 SW 48 TER, PEMBROKE PARK, FL 33023 14-13	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
5644	8/11/2023	5433 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
5808	8/11/2023	102 S KEY DR, PEMBROKE PARK, FL 33009 616	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
5996	8/11/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #718	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Hand
6130	8/11/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #903	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(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	Affidavit of Non-Compliance	J. Gustin	Hand
6313	8/11/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #84	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Email

<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>
6429	8/11/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #903	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Hand
5270	8/14/2023	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)	Affidavit of Compliance	J. Ramirez	Regular Mail
8807	8/15/2023	4900 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-375. Permit Required (a) Sec. 15-375 . Permit Required (b) Sec. 15-376. Application (a) Sec. 15-380, Fees, Penalties and Appeals (f) Sec. 15-380. Fees, Penalties and Appeals (c)	Notice of Violation	J. Ramirez	Regular Mail
5526	8/16/2023	4854 SW 25 CT, PEMBROKE PARK, FL 33023 31-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5705	8/16/2023	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	Affidavit of Non-Compliance	J. Gustin	Hand
5654	8/16/2023	5417 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Final Order	J. Gustin	Certified Mail
8535	8/16/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2306 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
6137	8/16/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2303 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c)(h)(j). - Exterior maintenance of structures and premises	Final Order	J. Gustin	Certified Mail Hand

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6123	8/16/2023	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	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail Hand
5552	8/16/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #203	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Final Order	J. Gustin	Certified Mail Hand
6743	8/16/2023	3898 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-103(p). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 15-25. - Separate violation for each day of business without business tax receipt. Sec. 15-26. - Duties of officers, agents of corporations. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail Hand
5053	8/16/2023	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 Pembroke Road	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 21-23 (a) - Permit	Final Order	J. Gustin	Certified Mail
6121	8/16/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #526	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
6522	8/16/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail

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8625	8/16/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 ##2304	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (c) Nuisances: duty of property owners and tenants to prevent.	Final Order	J. Gustin	Certified Mail
6313	8/16/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #84	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
5716	8/16/2023	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 11-43 (d) - Frequency and preparation generally	Abate Order	J. Ramirez	Certified Mail Hand
4933	8/16/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Lakeshore MHP	Sec 5-103. - Exterior maintenance of structures and premises (a)(b)(i)(h)(n)(o)(p) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited	Abate Order	J. Ramirez	Certified Mail Hand
8354	8/16/2023	5411 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Abate Order	J. Ramirez	Certified Mail Hand

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5465	8/16/2023	2533 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs. Sec 5-103. - Exterior maintenance of structures and premises (a)	Abate Order	J. Ramirez	Certified Mail Hand
8439	8/16/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-346 (f) - Portable storage units	Final Order	J. Ramirez	
4475	8/16/2023	3120 SW 19 ST, PEMBROKE PARK, FL 33009 #Neville Shepherd - 3140 SW 19 Street, Bay 658	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Abate Order	J. Ramirez	Certified Mail Hand
8809	8/17/2023	2901 SW 25 ST, PEMBROKE PARK,		Courtesy Notice	J. Gustin	Hand
8810	8/18/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-380, Fees, Penalties and Appeals (f) Sec. 15-380. Fees, Penalties and Appeals (c)	Notice of Violation	J. Gustin	Regular Mail
8810	8/21/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-380, Fees, Penalties and Appeals (f) Sec. 15-380. Fees, Penalties and Appeals (c)	Affidavit of Compliance	J. Gustin	Regular Mail
8812	8/21/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail
8816	8/22/2023	W HALLANDALE BEACH BLVD,	Sec. 21-19. - Prohibited signs.	Courtesy Notice	J. Ramirez	Regular Mail

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569	8/22/2023	3700 W HALLANDALE BEACH Blvd PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (i)	Affidavit of Compliance	J. Ramirez	
4734	8/23/2023	2099 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a)	Affidavit of Compliance	J. Louis	Hand
8821	8/23/2023	2801 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 11-42(a) - Disposal of solid waste restricted	Notice of Violation	J. Gustin	Regular Mail
8822	8/23/2023	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Gustin	Regular Mail
8823	8/23/2023	2250 SW 30 AVE, PEMBROKE PARK, FL 33021	Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Hand
8824	8/24/2023	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 4	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Violation	J. Gustin	Hand
8825	8/24/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #Bay #B17-B18	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail

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8826	8/24/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #Bay #B19-#B22	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8828	8/24/2023	3500 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail
8829	8/24/2023	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail
8830	8/24/2023	3300 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail
8831	8/24/2023	3240 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail
8943	8/24/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species.	Courtesy Notice	J. Ramirez	Regular Mail

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8076	8/25/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8834	8/25/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2410 CHARLES RD	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8835	8/25/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #E-13- E14	Sec 5-105. - Repairs and installations Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail
5270	8/25/2023	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	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4901	8/28/2023	2150 SW 30 AVE, PEMBROKE PARK, FL 33009 #Supreme Hotel & Resturant Supply	Sec. 28-346 (c)(3) - Portable storage units. Sec. 28-346 (c)(4) - Portable storage units Sec. 28-346 (f) - Portable storage units	Affidavit of Compliance	J. Ramirez	
5130	8/28/2023	2689 S PARK RD, PEMBROKE PARK, FL 33009 #2699 S. Park	Sec 5-207. - Graffiti Enforcement	Affidavit of Compliance	J. Ramirez	Hand
5197	8/28/2023	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Rodge Enterprise	Sec. 21-21. (7) - Temporary signs	Affidavit of Compliance	J. Ramirez	
5198	8/28/2023	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Identico - 3948	Sec. 21-21. (7) - Temporary signs	Affidavit of Compliance	J. Ramirez	
6975	8/28/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #10	Sec 5-103 (a)(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail

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7003	8/28/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2318	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7003	8/28/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2318	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8793	8/29/2023	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Gustin	Regular Mail
8822	8/29/2023	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Gustin	Regular Mail
8110	8/29/2023	2720 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
8845	8/30/2023	1960 SW 30 AVE, PEMBROKE PARK, FL 33009 #1960 SW 30 AVE B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8888	8/31/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2420 CHARLES RD	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Ramirez	Hand
7225	8/31/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Unit B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
7312	8/31/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3109 SW 23rd Street, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7312	8/31/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3109 SW 23rd Street, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7329	8/31/2023	127A MARINE LAKE DR, PEMBROKE PARK, FL 33009 480	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
6622	8/31/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #131 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a)(k). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Certified Mail

<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>
6622	8/31/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #131 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a)(k). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6623	8/31/2023	2760 SW 51 TER, PEMBROKE PARK, FL 33023 3-1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
6663	8/31/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #1310	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
6669	8/31/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

<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>
6669	8/31/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non- Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Summary	
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Complaint	0
Courtesy Notice	7
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Total	83



Code Compliance Department Report

From 9/1/2023 to 9/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7745	9/6/2023	5405 SW 34 ST, PEMBROKE PARK, FL 33023 #3302 SW 54th Ave, Pembroke Park, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(d). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
5827	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5827	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

<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>
4887	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #113 Lori Lane	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
4887	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #113 Lori Lane	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Posted to Property
4962	9/7/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4962	9/7/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5014	9/7/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
5113	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Affidavit of Non-Compliance	J. Ramirez	Certified Mail

<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>
5113	9/7/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5330	9/7/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5330	9/7/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
5366	9/7/2023	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5366	9/7/2023	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5640	9/7/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #134 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8877	9/7/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail

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8807	9/7/2023	4900 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-375. Permit Required (a) Sec. 15-375 . Permit Required (b) Sec. 15-376. Application (a) Sec. 15-380, Fees, Penalties and Appeals (f) Sec. 15-380. Fees, Penalties and Appeals (c)	Affidavit of Compliance	J. Ramirez	Regular Mail
7587	9/13/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2307 SW 31 COURT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Email
8883	9/14/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4	Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail
8884	9/14/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1985 S Park Rd 3	Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail
8885	9/14/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #2401 SW 31 Ave E15	Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8888	9/15/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2420 CHARLES RD	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	J. Ramirez	Regular Mail

<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>
8352	9/15/2023	5401 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 28-208.2.(a) - Specific use regulations and limitations. Sec. 22-27. - Use of certain grass species.	Notice of Formal Hearing	J. Ramirez	Hand
5049	9/15/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec 5-207. - Graffiti Enforcement	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8845	9/15/2023	1960 SW 30 AVE, PEMBROKE PARK, FL 33009 #1960 SW 30 AVE B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Hand
8821	9/18/2023	2801 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 11-42(a) - Disposal of solid waste restricted	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8821	9/18/2023	2801 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 11-42(a) - Disposal of solid waste restricted	Notice of Formal Hearing	J. Gustin	Certified Mail
5049	9/18/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec 5-207. - Graffiti Enforcement	Notice of Formal Hearing	J. Gustin	Certified Mail
5831	9/18/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #108 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Certified Mail

<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>
8778	9/18/2023	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8787	9/18/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8787	9/18/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Certified Mail
8788	9/18/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Gustin	Regular Mail

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8788	9/18/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Certified Mail
8791	9/18/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Gustin	Regular Mail
8907	9/19/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #141	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Violation	J. Gustin	Regular Mail
8908	9/19/2023	3148 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3186 Pembroke Rd	Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail
8909	9/19/2023	1781 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Violation	J. Gustin	Regular Mail
8816	9/20/2023	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand

<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>
5270	9/20/2023	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)	Abate Order	J. Ramirez	Certified Mail
8076	9/20/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises	Abate Order	J. Ramirez	Certified Mail Hand
8352	9/20/2023	5401 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 28-208.2.(a) - Specific use regulations and limitations. Sec. 22-27. - Use of certain grass species.	Amended Final Order	J. Ramirez	Certified Mail
7587	9/20/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2307 SW 31 COURT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Amended Final Order	J. Ramirez	Certified Mail

<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>
7312	9/20/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3109 SW 23rd Street, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
7003	9/20/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2318	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail
6669	9/20/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
5330	9/20/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
6622	9/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #131 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail

<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>
5827	9/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
5640	9/20/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #134 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
5113	9/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #129 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
5014	9/20/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
5366	9/20/2023	3150 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail

<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>
4962	9/20/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
4887	9/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #113 Lori Lane	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
5014	9/21/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
5640	9/21/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #134 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6521	9/21/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #146 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8610	9/21/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 Lone Pine Drive	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8610	9/21/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 Lone Pine Drive	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Certified Mail

<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>
8678	9/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##Lot 611	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non- Compliance	J. Gustin	Regular Mail
8678	9/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##Lot 611	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Gustin	Certified Mail
8711	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #127 Janis Blvd	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non- Compliance	J. Gustin	Regular Mail
8711	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #127 Janis Blvd	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Certified Mail

<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>
8712	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #106 David Drive	Sec. 5-17. - Permit application. Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103 (a). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8712	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #106 David Drive	Sec. 5-17. - Permit application. Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103 (a). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Certified Mail
8713	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 David Drive	Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8713	9/21/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 David Drive	Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Certified Mail
8774	9/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 1423	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8774	9/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 1423	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Certified Mail
8823	9/21/2023	2250 SW 30 AVE, PEMBROKE PARK, FL 33021	Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail

<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>
8823	9/21/2023	2250 SW 30 AVE, PEMBROKE PARK, FL 33021	Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Certified Mail
8966	9/21/2023	1904 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8937	9/22/2023	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail
8939	9/22/2023	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1849 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8960	9/25/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE PEMBROKE PARK, FL 33023	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Gustin	Hand
8828	9/26/2023	3500 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Ramirez	Regular Mail
8829	9/26/2023	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Ramirez	Regular Mail

<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>
8830	9/26/2023	3300 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Affidavit of Compliance	J. Ramirez	Regular Mail
8943	9/26/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species.	Notice of Violation	J. Ramirez	Regular Mail
8773	9/26/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2900 COUNTRY CLUB LN	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8773	9/26/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2900 COUNTRY CLUB LN	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Certified Mail
8756	9/26/2023	3120 SW 19 ST, PEMBROKE PARK, FL 33009 ##92 - #1160	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8756	9/26/2023	3120 SW 19 ST, PEMBROKE PARK, FL 33009 ##92 - #1160	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Gustin	Certified Mail
8760	9/27/2023	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5216 SW 32 ST, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

<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>
8760	9/27/2023	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5216 SW 32 ST, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non- Compliance	J. Ramirez	Certified Mail
8777	9/27/2023	1904 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 26-110. - Illicit discharges Sec. 26-117. - Water management works, erosion control.	Affidavit of Compliance	J. Gustin	Regular Mail
6771	9/27/2023	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec. 15-17. - Business Tax Receipt Required. Sec. 28-346 (a) - Portable storage units Sec. 28-346 (f) - Portable storage units	Notice of Formal Hearing	J. Ramirez	Certified Mail

<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>
6909	9/27/2023	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 15-177. - Initial certificate of use. Sec. 28-215. - Restricted area of use Sec. 22-85(a). - Obstructions of public rights-of-way.	Notice of Formal Hearing	J. Ramirez	Certified Mail
7273	9/27/2023	2689 S PARK RD, PEMBROKE PARK, FL 33009 #2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7443	9/27/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
7443	9/27/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Certified Mail
8967	9/27/2023	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #106	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail

<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>
8969	9/28/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(h). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail
8970	9/28/2023	SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Courtesy Notice	J. Ramirez	Regular Mail
8714	9/28/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #104 David Drive	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non- Compliance	J. Gustin	Hand
8661	9/29/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #149 Lone Pine Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Hand

<u>Summary</u>	
Abate Order	2
Affidavit of Compliance	10
Affidavit of Non-Compliance	26
Amended Final Order	2
Courtesy Notice	1
Final Order	4
Notice of Formal Hearing	30
Notice of Violation	14
Supplemental Order/Claim of	8
Total	97



MINUTES CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, August 16, 2023

Council Chambers –

3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:07 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL:

SPECIAL MAGISTRATE: Andre McKenney.

INTERIM TOWN ATTORNEY: Brian Sherman.

CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.

CODE COMPLIANCE OFFICER : Jean Gustin.

BUILDING CLERK: Marycari Paz.

CODE CLERK: Nazly Cardona.

4. ADOPTION OF MINUTES

-

4.1. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - Jun 21 2023](#)

5. ADOPTION OF AGENDA (DEFERRALS, ADDITIONS, MODIFICATIONS)

- Case #7225 for an extension of time.
- Case #6313 for an abatement of fine.
- Case #6829 is postponed.

6. PUBLIC HEARING

SWEARING IN OF INTERESTED PARTIES SIGN-IN SHEET: Those who wish to address the Magistrate during the public hearing must legibly record their name and address on the sign-in sheet with their respective case number. The primary purpose of the sign-in sheet is to record the attendance at the meeting and to assist in the accurate recording of the minutes.

7. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 7.1. **CASE 8439** - 5525 SW 41 ST PEMBROKE LLC - 5525 SW 41 ST, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 28-346(f) - PORTABLE STORGAE UNITS - **REPEAT OFFENSE** [Case Overview 8439](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Roberto Gonzalez.	60 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	10/16/2023

8. HEARING TO ABATE FINE TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 8.1. **CASE 4475** - PEMBROKE PARK WAREHOUSES HOLDING - 3140 SW 19 ST, BAY 658, PEMBROKE PARK, FL 33009 - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-24 - TAX PAYMENT REQUIRED TO ENGAGE IN BUSINESS - **FIRST OFFENSE** [Case Overview 4475](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Nancy Romero	Fine Abated to \$9,375.00 Payable 30 in Days or Reverts to \$61,607.00	9/15/2023

- # - # 8.2. **CASE 4933** - LAKESHORE MOBILE HOME PARK LLC - 2701 S PARK RD, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(b)(i)(n)(o)(p)(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a) - NONRESIDENTIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 12-41 - ACCUMULATIONS DEEMED PUBLIC NUISANCES; 12-48 - OUTDOOR STORAGE PROHIBITED - **REPEAT OFFENSE** [Case Overview 4933](#)

Respondent or Representative	Agreed Order of Abatement Issued	Date to Comply by
- Attorney Howard Clark	Fine Abated to \$10,967.00 Payable in 30 Days or Reverts to \$72,167.00	9/15/2023

- # - # 8.3. **CASE 5716** - FIRST G R D PROPERTY INC - 5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(b) - NONRESIDENTIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 11-43(d) - FREQUENCY AND PREPARATION GENERALLY - **FIRST OFFENSE** [Case Overview 5716](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
- Gesen Delva - Rose Gelva	Fine Abated to \$2,025.00 Payable in 30 Days or Reverts to \$27,350.00	9/15/2023

- # - # 8.4. **CASE 5465** - PEMBROKE CROWN III LLC - 2533 S PARK RD, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 21-19 - PROHIBITED SIGNS - **FIRST OFFENSE** [Case Overview 5465](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
- Tony Raz - Jeremy	Fine Abated to \$6,275.00 Payable in 120 Days or Reverts to \$54,600.00	12/14/2023

- # - # 8.5. **CASE 6313** - HOLLY RIDGE APARTMENTS LLC % ELON PROPERTY MGMT - 3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #84 - HEARING TO ABATE FINE - SECTION(s) 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS - **SECOND OFFENSE** [Case Overview 6313](#)

Respondent or Representative	Agreed Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$18,407.00 Payable in 30 Days or Reverts to \$91,407.00	9/15/2023

- # - # 8.6. **CASE 8354** - ENCO LLC - 5411 SW 25 CT, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 22-27 - USE OF CERTAI GRASS SPECIES; 22-28 - TO BE FREE FROM SHRUBS, HEDGES, ROCK SUBSTANCES, ETC.; 22-29 - RESPONSIBILITY FOR MAINTENANCE - **FIRST OFFENSE** [Case Overview 8354](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Wilsom Sanchez	Fine Abated to \$175.00 Payable in 30 Days or Reverts to \$600.00	9/15/2023

9. HEARING TO EXTEND TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 9.1. **CASE 7225** - MURRAY FAMILY ASSOCIATES LLP - 3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Unit B - HEARING TO EXTEND TIME - SECTION(s) 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 7225](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by
Absent	30 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	9/15/2023

10. FORMAL HEARING - CODE OFFICER JEAN GUSTIN

- # - # 10.1. **CASE 5053** - PEMBROKE ROAD CENTER LLC - 3932 PEMBROKE RD, PEMBROKE PARK, FL 33021- FORMAL HEARING - SECTION(s) 5-2. - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES (a); 21-23(a) - PERMIT - **FIRST OFFENSE** [Case Overview 5053](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	30 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	9/15/2023

- # - # 10.2. **CASE 5552** - MARIA G ORTEGA - 3100 W HALLANDALE BEACH BLVD LOT # 203 - FORMAL HEARING - SECTION(s) 5-17.- PERMIT APPLICATION; 5-87 - PERMIT REQUIRED; 5-105 - REPAIRS AND INSTALLATIONS; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 5552](#)

Respondent or Representative	Final Order Issued	Date to Comply by
- Mairely Pujol - Enay Boan - Juan Marques	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	11/14/2023

- # - # 10.3. **CASE 5654** - COLE, YVONNE - 5417 SW 41 ST, PEMBROKE PARK, FL 33023 FORMAL HEARING SECTION(s) 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5654](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	10/16/2023

- # - # 10.4. **CASE 6121** - VICTOR JIMENEZ - 3140 W HALLANDALE BEACH BLVD LOT 526, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-17. - PERMIT APPLICATION; 5-105. - REPAIRS AND INSTALLATIONS **FIRST OFFENSE** [Case Overview 6121](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	30 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	9/15/2023

- # - # 10.5. **CASE 6137** - ANGELA EXPOSIETO-2303 SW 31 AVE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-17 - PERMIT APPLICATION; 5-103(c)(h)(j). - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105. - REPAIRS AND INSTALLATIONS; 12-48. - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 6137](#)

Respondent or Representative	Final Order Issued	Date to Comply by
- Angela Exposito -Maite Almeida	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	11/14/2023

- # 10.6. **CASE 6522** - CHRISTIAN CHEVALIER - 142 W LAKE DRIVE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) - 5-17. - PERMIT APPLICATION; 5-105. - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 6522](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	10/16/2023

- # 10.7. **CASE 8625** -DANIEL SANCHEZ - 2304 SW 31 AVE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-17. - PERMIT APPLICATION; 5-105. - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 8625](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	10/16/2023

- # 10.8. **CASE 8535** -LEESY TAYPE - 2306 SW 31 AVE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-17. - PERMIT APPLICATION; 5-105. - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 8535](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	10/16/2023

11. HEARING TO CONFIRM FINE - CODE OFFICER JEAN GUSTIN

- # - # 11.1. **CASE 6123** - LEVY, ISAAC -4900 SW 36 CT, PEMBROKE PARK, FL 33023 - CONFIRM FINE - SECTION(s) 5-17. - PERMIT APPLICATION; 5-103 (a). - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105. - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 6123](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Hemy Sapir	Confirmed Fine of \$12,100.00

- # - # 11.2. **CASE 6743** - PROLOGIS EXCHANGE PEMBROKE ROAD & 30TH AVENUE LLC - 3898 PEMBROKE RD, PEMBROKE PARK, FL 33021 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(p) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-22 - APPLICATION; 15-23 - SEPARATE BUSINESS TAX RECEIPT FOR EACH BUSINESS LOCATION, FOR EACH BUSINESS ADVERTISED PUBLICLY; 15-25 - SEPARATE VIOLATION FOR EACH DAY OF BUSINESS WITHOUT BUSINESS TAX RECEIPT; 15-26 - DUTIES OF OFFICERS, AGENTS OF CORPORATIONS; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES - **FIRST OFFENSE** [Case Overview 6743](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
- Liliana Ramirez - Juan Marquez	Confirmed Fine of \$67,350.00

12. TOWN'S MOTION TO AUTHORIZE FORECLOSURE

12.1	No	CAS E #	NAME	NOV DATE	SITE ADDRESS	RECORDIN G DATE	COMPLIE D YES / NO	INSTRUME NT #	HOMESTE AD EXCEPTIO N
	1	4763	JESUS JAIME RODRIGU EZ LYDIA RODRIGU EZ	11/12/20 19	115 LORI LANE, PEMBRO KE PARK, FL 33009	3/29/2023	NO AS 7/8/2023	118759523	NO
	2	4795	JALIN PUELLO	12/4/201 9	22 TRACI TERR W, PEMBRO KE PARK, FL, 33009	8/18/2022	NO AS 7/8/2023	118347936	NO
	3	6829	PEMBROK E PARK VILLAS LLC/PIQUE T LAW FIRM PA	3/18/202 2	4945 SW 41 ST, PEMBRO KE PARK, FL 33023	3/29/2023	NO AS 7/8/2023	118760143	NO

- Case #4763 – Jesus Jaime Rodriguez - Present

13. ADJOURNMENT: 11:14 A.M.

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE, 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 SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE SPECIAL MAGISTRATE IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.



MINUTES CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, September 20, 2023
Council Chambers –
3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:07 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL

SPECIAL MAGISTRATE: Andre McKenney.
INTERIM TOWN ATTORNEY: Brian Sherman.
CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.
CODE COMPLIANCE OFFICER: Jean Gustin.
CODE CLERK: Nazly Cardona.

4. ADOPTION OF MINUTES

-

4.1. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Aug 16 2023 - MINUTES](#)

5. ADOPTION OF AGENDA (DEFERRALS, ADDITIONS, MODIFICATIONS)

- Case #7587 for an extension of time.
- Case #8352 for an abatement of fine.

6. PUBLIC HEARING

SWEARING IN OF INTERESTED PARTIES SIGN-IN SHEET: Those who wish to address the Magistrate during the public hearing must legibly record their name and address on the sign-in sheet with their respective case number. The primary purpose of the sign-in sheet is to record the attendance at the meeting and to assist in the accurate recording of the minutes.

7. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 7.1. **CASE 6622** - MIGUEL ROMERO - 131 JANIS BLVD PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(a)(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [CASE OVERVIEW 6622](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	12/19/2023

- # - # 7.2. **CASE 6669** - NERIDA FLORES - 3140 W HALLANDALE BEACH BLVD, LOT 232, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(a)(b)(i)(j)(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [CASE OVERVIEW 6669](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Nerid Flores.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	12/19/2023

- # - # 7.3. **CASE 7003** - PLINIO CAJINA - 2318 CHARLES ROAD PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [CASE OVERVIEW 7003](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	12/19/2023

- # - # 7.4. **CASE 7312** - OSNILDA CALERO - 3109 SW 23RD STREET PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [CASE OVERVIEW 7312](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Osnilda Calero.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	12/19/2023

8. HEARING TO CONFIRM FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 8.1. **CASE 4887** - ILEANA TARAFATA - 113 LORI LANE, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 12-48 - OUTDOOR STORAGE PROHIBITED; 12-49 - STORM EVENT DEBRIS - **REPEAT OFFENSE** [CASE OVERVIEW 4887](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent.	Confirmed Fine of \$38,400.00

- # - # 8.2. **CASE 5014** - YVAN ROLEAU - 134 W LAKE DRIVE, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS - **FIRST OFFENSE** [CASE OVERVIEW 5014](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Linda Doiron.	Confirmed Fine of \$14,350.00

- # - # 8.3. **CASE 5113** - ISMAEL LOPEZ / ALBERTO QUESADA BARATUTE - 129 JANIS BLVD, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 12-48 - OUTDOOR STORAGE PROHIBITED; 12-49 - STORM EVENT DEBRIS; 28-272 - NUMBER OF OCCUPANTS PER MOBILE HOME OR RECREATIONAL VEHICLE - **FIRST OFFENSE** [CASE OVERVIEW 5113](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent.	Confirmed Fine of \$35,150.00

- # - # 8.4. **CASE 5330** - LAURA AND LAZARO JIMENEZ - 3100 W HALLANDALE BEACH BLVD, LOT 504, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS - **FIRST OFFENSE** [CASE OVERVIEW 5330](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Laura Jimenez.	Confirmed Fine of \$27,600.00

- # - # 8.5. **CASE 5366** - PEMBROKE PARK WAREHOUSE HOLDING - 3152 W PEMBROKE RD, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 5-2(a) - NONRESIDENTIAL COMMERCIAL BUILDING, OWNER'S RESPONSIBILITIES; 15-17 - BUSINESS TAX RECEIPT - **FIRST OFFENSE** [CASE OVERVIEW 5366](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent.	Confirmed Fine of \$99,100.00

- # - # 8.6. **CASE 5640** - YVAN ROLEAU - 134 W LAKE DRIVE, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** [CASE OVERVIEW 5640](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Linda Doiron.	Confirmed Fine of \$9,000.00

- # - # 8.7. **CASE 5827** - ISMAEL LOPEZ / ALBERTO QUESADA BARATUTE - 129 JANIS BLVD, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDING, OWNER'S RESPONSIBILITIES; 12-48 - OUTDOOR STORAGE PROHIBITED - **REPEAT OFFENSE** [CASE OVERVIEW 5827](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent.	Confirmed Fine of \$35,150.00

- # - # 8.8. **CASE 4962** - ALMISO USA LLC - 5100 SW 41 ST, UNIT 109, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDING, OWNER'S RESPONSIBILITIES; 9-42 - WHEN REQUIRED; 9-48(a)(b)(1)(2) - **FIRST OFFENSE** [CASE OVERVIEW 4962](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Szwarc Mario.	Confirmed Fine of \$38,200.00

9. HEARING TO ABATE FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 9.1. **CASE 5270** - 5311 PARK PROPERTY LLC - 5311 SW 25 CT, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-2(a) - NONRESIDENTIAL COMMERCIAL BUILDING, OWNER'S RESPONSIBILITIES; 15-17 - BUSINESS TAX RECEIPT - **FIRST OFFENSE** [CASE OVERVIEW 5270](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent.	Fine Abated to \$6,895.00 Payable in 30 Days or Reverts to \$45,400.00.	10/20/2023

- # - # 9.2. **CASE 8076** - INFINITY AZURE LLC - 5425 SW 32 STREET, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-103(b) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** [CASE OVERVIEW 8076](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Juany Merced.	Fine Abated to \$10,975.00 Payable in 30 Days or Reverts to \$72,600.00.	10/20/2023

10. HEARING TO EXTEND TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 10.1. **CASE 7587** - JOSE COLMENARAS - 2307 SW 31 CT, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s)5-103(a)(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION;12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [CASE OVERVIEW 7587](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by
Absent.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	12/19/2023

- # - # 10.2. **CASE 8352** - YESYM 5401 LLC - 5401 SW 25 CT, PEMBROKE PARK, FL 33023 - HEARING TO EXTEND TIME - SECTION(s) 5-103(c)(l) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 12-48 - OUTDOOR STORAGE PROHIBITED; 22-27 - USE OF CERTAIN GRASS SPECIES; 22-28 - TO BE FREE FROM SHRUBS, HEDGES, ROCK SUBSTANCES, ETC.; 22-29 - RESPONSIBILITY FOR MAINTENANCE; 28-208.2(a) - SPECIFIC USE REGULATIONS AND LIMITATIONS - **FIRST OFFENSE** [CASE OVERVIEW 8352](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by
Absent.	60 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	11/19/2023

11. ADJOURNMENT: 10:22 A.M.

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE, 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 SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE SPECIAL MAGISTRATE IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

AGENDA ITEM REPORT



To:

Subject: Audit Update

Meeting:

Department: Finance

Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Reporting back on the progress of the audit.

FINANCIAL IMPACT:

None

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

AGENDA ITEM REPORT



To: IT Department
Subject: GIS maintenance agreement.
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a maintenance agreement for our GIS software.

FINANCIAL IMPACT:

Annual cost: \$9,968.00 This is a budgeted item.

RECOMMENDATION:

Approve item.

ATTACHMENTS:

[Addendum INTERDEV](#)
[Interdev Quote](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 17 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

Addendum to Terms and Conditions

The following shall be included as part of the GIS Maintenance Services Quote #006511 (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **InterDev** ("INTERDEV"), with offices at 900 Holcomb woods Pkwy, Roswell, GA 30076. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither INTERDEV nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. INTERDEV will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. INTERDEV further agrees that INTERDEV will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that INTERDEV is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. INTERDEV shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of INTERDEV. INTERDEV agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the

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INTERDEV Products and Services; however, the INTERDEV Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between INTERDEV and the Town and the Town will not be liable for any obligation incurred by INTERDEV, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by INTERDEV without the prior written consent of Town. For purposes of this Agreement, any change of ownership of INTERDEV shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. INTERDEV shall comply with Florida’s Public Records Law. Specifically, INTERDEV shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, INTERDEV shall destroy all copies of such confidential and exempt records remaining in its possession after INTERDEV transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, INTERDEV shall transfer to the Town, at no cost to the Town, all public records in INTERDEV’s possession. All records stored electronically by INTERDEV must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of INTERDEV to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing INTERDEV with at least thirty (30) days prior, provided, however, that INTERDEV will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, INTERDEV and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

INTERDEV: InterDev
Attn: Jeff Nevins
900 Holcomb Woods Pkwy
Roswell, GA 30076
Telephone No. (770) 643-4400
Email: jnevins@interdev.com

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

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11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

INTERDEV, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

INTERDEV certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a INTERDEV or consultant.

13.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

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Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE INTERIM TOWN ATTORNEY

INTERDEV:

Signed By: _____

Print Name: _____

Title: _____

InterDev

900 Holcomb Woods Pkwy
Roswell, Georgia 30076
(770) 643-4400
www.interdev.com



We have prepared a quote for you

GIS Maintenance Services 2024

QUOTE # 006511 V1

PREPARED FOR

Town of Pembroke Park, FL

PREPARED BY

Jeff Nevins

Services

Description	Price	Qty	Ext. Price
GIS Maintenance Services	\$112.00	89	\$9,968.00
Statement of Work – GIS Maintenance Activities			
This statement of work outlines the scope of services for a GIS project for the Town of Pembroke Park, FL. The project will be a time and materials project with a not to exceed (NTE) clause. This project will be effective October 1, 2023 through September 30, 2024. The Town of Pembroke Park may request GIS work on an as-needed basis. Hours will be used as work is requested by the Town and scheduled in collaboration between the Town and InterDev. InterDev will invoice Johns Creek monthly for any hours used in the preceding month according to the rate established in the pricing section. Work will continue, as requested until such a time as the not-to-exceed threshold has been reached or until October 1, 2024, whichever comes first.			
Objectives			
The aim of this project is to ensure the Town's Geographic Information System (GIS) remains up-to-date with accurate and timely updates to the data. Additionally, this project aims to provide support to Town staff with respect to training on how to use the Town's GIS as well as provide data analysis and data visualization support to staff for ad-hoc requests.			
Activities			
<i>GIS Maintenance (up to 50 hours)</i>			
• Updates to existing interactive maps & web applications • Updates to existing GIS layers (such as address points, streets, parcels, imagery, etc.) • Updates and Changes to the GIS Website			
<i>Support for Ad Hoc Mapping & Data Requests (up to 34 hours)</i>			
Provide support to create maps and other data visualizations, as well as answer routine data requests by Town staff as needed.			
<i>Training (up to 5 hours)</i>			
Provide training to staff on how to use the Town's GIS as needed. This may include training on new features or remedial training and/or initial			

Services

Description	Price	Qty	Ext. Price												
training for new staff memebers for existing GIS capabilities.															
Deliverables • Execution of activities described above (as requested) • Periodic status updates and other communication • Software training, demonstration, and documentation															
Pricing <table><tr><th>Description</th><th>Hourly Rate</th><th>Maximum Hours</th><th>Not To Exceed (NTE) Amount</th></tr><tr><td>General GIS Services & Maintenance</td><td>\$112</td><td>89</td><td>\$9,968.00</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>				Description	Hourly Rate	Maximum Hours	Not To Exceed (NTE) Amount	General GIS Services & Maintenance	\$112	89	\$9,968.00				
Description	Hourly Rate	Maximum Hours	Not To Exceed (NTE) Amount												
General GIS Services & Maintenance	\$112	89	\$9,968.00												
Terms Proposed pricing and statement of work is "Time & Materials, Not to Exceed." InterDev will bill the Town monthly for all services performed in the preceding month. The Town will only be billed for actual hours of work completed. The total cost of this phase of the project shall not exceed \$9,968 and the number of hours for this phase shall not exceed 89 hours.															
Subtotal:			\$9,968.00												

GIS Maintenance Services 2024

Prepared by:

InterDev
Jeff Nevins
(770) 643-4400
jnevins@interdev.com

Prepared for:

Town of Pembroke Park, FL
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Aleem A. Ghaney, P.E
(954) 966-4600
aghany@tppl.gov

Quote Information:

Quote #: 006511
Version: 1
Delivery Date: 09/18/2023
Expiration Date: 09/29/2023

Quote Summary

Description	Amount
Services	\$9,968.00
Total:	\$9,968.00

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

InterDev

Town of Pembroke Park, FL

Signature: _____

Name: Jeff Nevins

Title: Sales Executive

Date: 09/18/2023

Signature: _____

Name: Aleem A. Ghaney, P.E

Date: _____

AGENDA ITEM REPORT



To: IT Department
Subject: Fiber for the Town's infrastructure.
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is from Crown Castle Government contract **GSA# GS-35F-465DA SIN#54151ECOM CLIN# 17082**

FINANCIAL IMPACT:

This is a budgeted item. The cost is \$549.11 per month for a 36-month Contract.

RECOMMENDATION:

Approve New circuit

ATTACHMENTS:

[Town of Pembroke Park - Service Order - October 2023 - 500Mbps](#)

[Town of Pembroke Park - IP Form - October 2023](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



Order Form

Order Type: New
SO # 2023-112124

Licensee or Customer Contact Detail

Licensee or Customer	Town of Pembroke Park		
Address & Contact	Address	3150 SW 52nd Ave	
	City, State	PEMBROKE PARK, FL 33023-5413	
	Phone	954-362-2950	Fax (000) 000-0000
Billing Address & Contact	Name	Town of Pembroke Park - Video	
	Billing Address	3150 SW 52nd Ave	
	City, State	Pembroke Park, FL 33023	
Technical Contact	Name	Mark Pakula	Primary Phone 9549664600
	E-mail	mpakula@tppfl.gov	Alternate Phone

Product Detail

Internet *	Product Type	Dedicated Internet Access		Bandwidth	500Mbps
	Internet MRC	\$549.11	Internet NRC	\$0.00	Service Level IP
	Connector	1000T - Copper		IPv4 Block	/29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.				
	Install Lead Time	30 Days			
Location A Product Details	Comments	GSA# GS-35F-465DA SIN#54151ECOM CLIN# 17082			
	Handoff Type	1000T	Copper		
Location A	3150 SW 52nd Ave, 1st Floor, Pembroke Park, FL 33023				

Order Summary

Pricing & Contract Terms	Salesperson	Michael Gil	Term (Months)	36
	Client Service Mgr	Andy Robles		
	Order Contact	Aleem A. Ghany	Contact Email	AGhany@tppfl.gov

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated August 18, 2016, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
Town of Pembroke Park		Crown Castle Fiber LLC	
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



IP Address Request Form

Customer or Licensee Information

Licensee Name: Town of Pembroke Park
Technical Contact: Mark Pakula
Title:
Licensee Address: 3150 SW 52nd Ave, 1st Floor, Pembroke Park, FL 33023

Request Date: 10/19/2023
Technical Contact Email: mpakula@tppfl.gov
Phone Number:

ARIN ORG ID:

ARIN Tech. Handle:

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact
Full Name:
Phone Number:
Email Address:

Secondary Contact
Full Name:
Phone Number:
Email Address:

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. The assigned IP addresses must be returned to the Company upon termination of the Product. Company reserves the right to recall, without any liability to the Licensee, any public space not used for the purpose herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

IP Address Space Requested

IPv4 Addresses Requested: Company will provide a maximum of one /24 equivalent space which can be discontinuous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2017.4 Section 4.2.3.6. Company must be the primary connection, and therefore, Licensee must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is only providing link or WAN addresses and not providing Licensee with routable space. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	*1(1 of 2 IP addresses is allocated to Company WAN Router)

IPv6 Addresses Requested: Licensee may request a /48 for each site in its network and any sites that will be operational within twelve (12) months. A site is a discrete location that is part of a Licensee's network. A campus with multiple buildings may be considered as one or multiple sites based on the implementation of its network infrastructure. In order for a campus to be considered as multiple sites, the Licensee must submit reasonably detailed technical documentation to the Company describing how the network infrastructure is implemented in a manner equivalent to multiple sites.

Advertising IP Blocks not assigned by Crown Castle

Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in your network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information

	Block Size	Route Type	Description
IPv4 - WAN IP Block Size:	/29 (5 usable IPs for customer)	Direct	The WAN IP Block is for the connection from your router to the Company router
IPv4 - LAN IP Block Size:	Please Select	Please Select	The LAN IP Block is for your network. IP justification is required.
IPv6 - WAN IP Block Size:	Please Select	Direct	The WAN IP Block is for the connection from your router to the Company router.
IPv6 - LAN IP Block Size:	Please Select	Please Select	The LAN IP Block is for your network. IP justification is required.

Please provide IP justification for the amount of IPs that are being requested (based on the LAN IPv4 block selected above). This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)
/29	Router/Firewall

For Private BGP Peering: Please write "Private" in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information	
AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	Please Select
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

Additional Remarks

Licensee represents and warrants that the above information is true and correct. Licensee acknowledges and agrees that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that the address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____

AGENDA ITEM REPORT



To:

Subject: Camera system for the Police Department

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a video system for the Police interrogation room.

FINANCIAL IMPACT:

The Cost over five years is \$44,425.31. I would ask not to exceed 45,000.00
Contract Sourcewell Contract #010720-AXN

RECOMMENDATION:

Approve the Axon system for the Police Department

ATTACHMENTS:

[Pembroke Park PD Interview Room Quote](#)
[Master Services and Purchasing Agreement v18.0 \(1\)](#)

Non-Binding Budgetary Estimate

Page 2 of 48



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-523864-45222.650NS

Issued: 10/23/2023

Quote Expiration: 11/02/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 516154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA	Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood FL 33023-5413 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Ra Shana Dabney Donovan Phone: 754-210-5894 Email: rdabneydonovan@pdtppfl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$44,425.31
ESTIMATED TOTAL W/ TAX	\$44,425.31

Discount Summary

Average Savings Per Year	\$59,000.00
TOTAL SAVINGS	\$295,000.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$8,885.07	\$0.00	\$8,885.07
May 2025	\$8,885.06	\$0.00	\$8,885.06
May 2026	\$8,885.06	\$0.00	\$8,885.06
May 2027	\$8,885.06	\$0.00	\$8,885.06
May 2028	\$8,885.06	\$0.00	\$8,885.06
Total	\$44,425.31	\$0.00	\$44,425.31

Non-Binding Budgetary Estimate

Quote Unbundled Price: \$339,425.31
 Quote List Price: \$339,425.31
 Quote Subtotal: \$44,425.31

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Page 3 of 48

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1			\$64.00	\$64.00	\$64.00	\$0.00	\$64.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1			\$238.67	\$238.67	\$238.67	\$0.00	\$238.67
50114	INTERVIEW - CAMERA - COVERT SENSOR	1			\$390.00	\$390.00	\$390.00	\$0.00	\$390.00
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1			\$675.17	\$675.17	\$675.17	\$0.00	\$675.17
50220	INTERVIEW - SWITCH - 8 PORT POE	1			\$915.29	\$915.29	\$915.29	\$0.00	\$915.29
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
50298	INTERVIEW - CAMERA - OVERT DOME	1			\$964.00	\$964.00	\$964.00	\$0.00	\$964.00
50322	INTERVIEW - TOUCH PANEL PRO	1			\$2,987.48	\$2,987.48	\$2,987.48	\$0.00	\$2,987.48
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$3,625.79	\$7,251.58	\$0.00	\$7,251.58
A la Carte Software									
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	60		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	60		\$27.12	\$27.12	\$1,627.20	\$0.00	\$1,627.20
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$31.68	\$3,801.60	\$0.00	\$3,801.60
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	60		\$107.41	\$107.41	\$12,889.20	\$0.00	\$12,889.20
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1			\$5,950.00	\$5,950.00	\$5,950.00	\$0.00	\$5,950.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	1	49		\$24.58	\$24.58	\$1,204.42	\$0.00	\$1,204.42
Total							\$44,425.31	\$0.00	\$44,425.31

Non-Binding Budgetary Estimate

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	05/01/2024
A la Carte	50220	INTERVIEW - SWITCH - 8 PORT POE	1	05/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	05/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	1	05/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	1	05/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	05/01/2024
A la Carte	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	06/01/2024	05/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P)	1	06/01/2024	05/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2024	05/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2024	05/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	1	05/01/2025	05/31/2029

Non-Binding Budgetary Estimate

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.85	\$0.00	\$2,577.85
Annual Payment 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 1	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 1	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 1	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 1	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 1	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 1	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.07	\$0.00	\$8,885.07

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 2	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 2	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 2	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 2	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 2	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 2	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 2	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

Non-Binding Budgetary Estimate

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 3	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 3	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 3	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 3	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 3	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 3	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 3	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 4	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 4	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 4	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 4	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 4	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 4	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 4	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00

Non-Binding Budgetary Estimate

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 5	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 5	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 5	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 5	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 5	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 5	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 5	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

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Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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- fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



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18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



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Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Agency's Axon Evidence account**
Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Agency's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



Master Services and Purchasing Agreement for Agency

Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2023

Page 44 of 48

Page 36 of 40



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to



Master Services and Purchasing Agreement for Agency

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



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

Agenda Request

Meeting Date:	10/20/2023
Subject:	23-RZ-01 Temporary Use – 2250 SW 30 th Avenue
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Mike Vonder Meulen, AICP, Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report, Request Letter, Presentation.
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	Consider placement onto Town Commission meeting for Public Hearing.
Summary:	The applicant would like permission to temporality use the property for specific purposes for a nine year period.
Background:	Full Background and discussion are in the staff report.
Discussion/Analysis:	Full Background and discussion are in the staff report.
Options:	The Town Commission can authorize or not authorize the request.
Advantages:	The property can be used by the property owner while additional improvements (sewer) are design and constructed along SW 30 th Avenue
Disadvantages:	Some of the uses proposed are not permitted by the current zoning code.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Placement on a regular agenda for Public Hearing
Additional Action Needed:	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



October 20, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: 23-RZ-01 – Temporary Use
BH 2500 LLC
2550 SW 30th Avenue

Request: Rachel Streitfeld with Caldera Law, agent for the owner, BH 2550 LLC, is requesting approval of temporary uses for 2550 SW 30th Avenue for a period ending January 1, 2033 (approximately 9 years). The temporary uses would allow:

1. On-street parking pursuant to a duly executed parking use agreement;
2. Retail showroom and storage; and
3. Parking uses.

Recommendation: On October 5th, The Pembroke Park Planning and Zoning Board unanimously recommended approval of the temporary use. The Consultant Town Planner has no objection to the applicant's request subject to the following conditions:

1. For On-street parking. The parallel and/or 45 degree on-street parking must continue to provide safe through traffic along SW 30th Avenue, must be limited to standard vehicles (cars and light trucks) and subject to a Town approved parking use agreement.
2. Parking uses on the property are limited to storage of vehicles. Storage of freight/truck Wreacked or salvaged vehicles is not permitted. No repairs are permitted unless performed within a wholly contained building. The site must meet the vehicle storage requirements found in the C-1 district of the zoning code.
3. All uses not permitted under the MXUE zoning district must be removed by January 1, 2033, and property must be returned to its original state and/or sodded unless a permit has been issued for a permitted use/structure.

Staff recommendation is the same as what was recommended by the Planning and Zoning Board; however, staff would like to see a tiered period for the temporary use starting with five (5) years and extending every two (2) years up to a maximum of nine(9) years subject to the status of the installation of sewer system on SW 30th Avenue.

Background: On March 8, 2023, the Town of Pembroke Park created a new zoning district MXUE (Mixed Use Entertainment District) and rezoned all properties on SW 30th Avenue north of Hallandale Beach Blvd.

On August 3, 2023, the Town held a Development Review Committee meeting for Park 95, a proposed site plan for a hotel and residence project (23-SP-03) on the subject site. Shortly after the meeting, it was realized by the applicant that the proposed sewer improvements for SW 30th Avenue were not fully developed as the applicant had contemplated.

The sewer improvements along SW 30th Avenue have been discussed and design of the system has been contemplated. However, at this time, the sewer system has not been designed permitted constructed, nor funded. The earliest the system could be ready if the system was designed and funded would be 2026.

In review of the use request #1, the petitioner states that the on-street parking is proposed to be 45 degrees. If 45 degree parking is permitted by the Town under a parking use agreement, Town staff will review the proposed plan to must sure traffic can proceed safely along SW 30th Avenue prior to site plan approval and issuance of a building permit.

Request #2 would be considered a permitted use under the MXUE zoning code. There is no objection to this request.

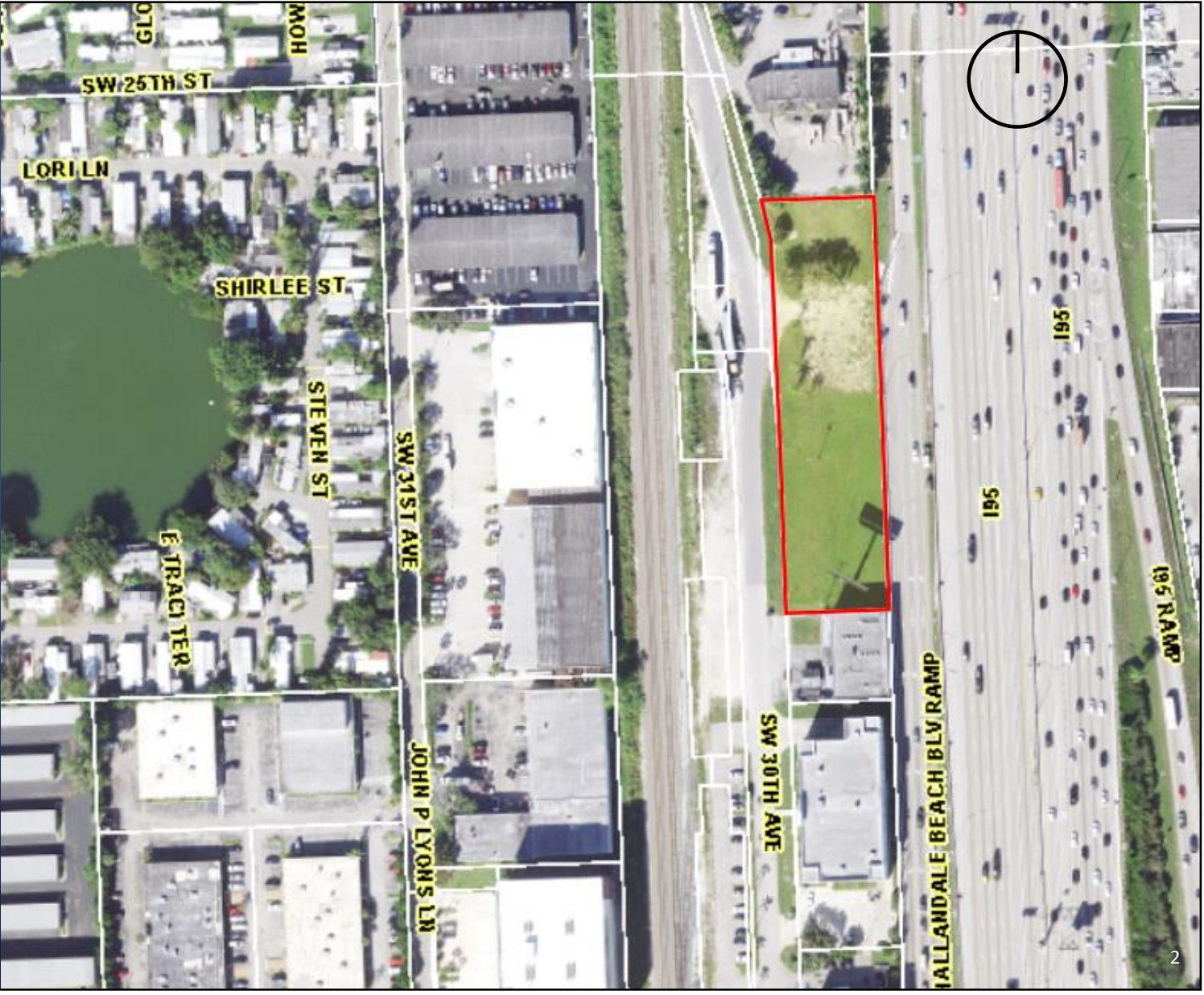
In review of request #3, it appears the petitioner is requesting to use the property to store vehicles. If the Town agrees to allow this temporary use, there is criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop. This criteria should be implemented which include a wall and five feet of landscaping in front of the wall.

2250 SW 30th Avenue Temporary Use

Town of Pembroke Park
Town Commission Workshop
October 25, 2023



LOCATION MAP

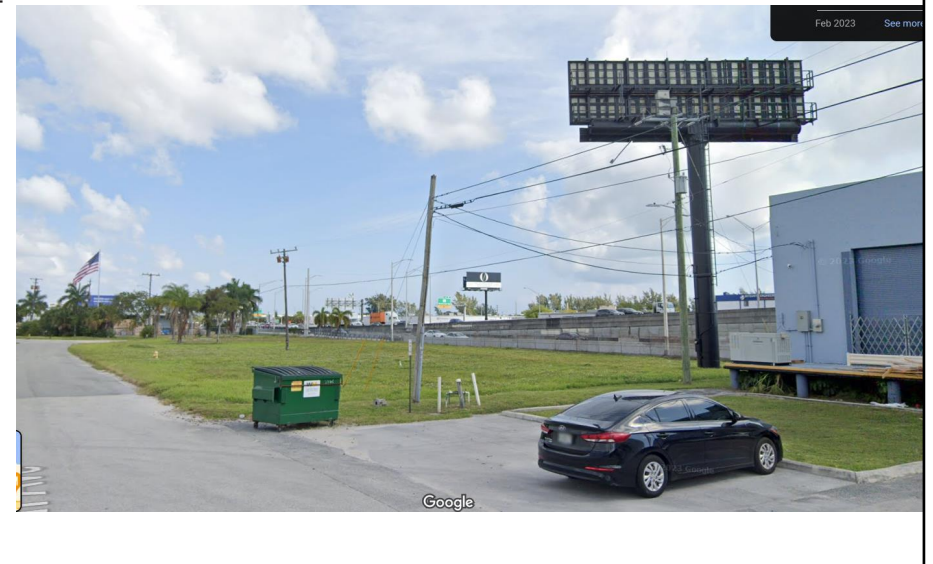
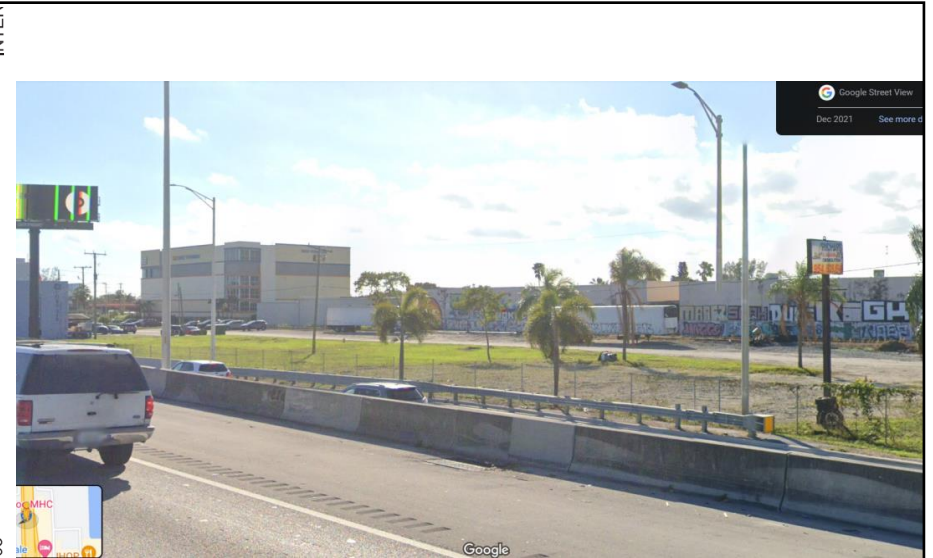
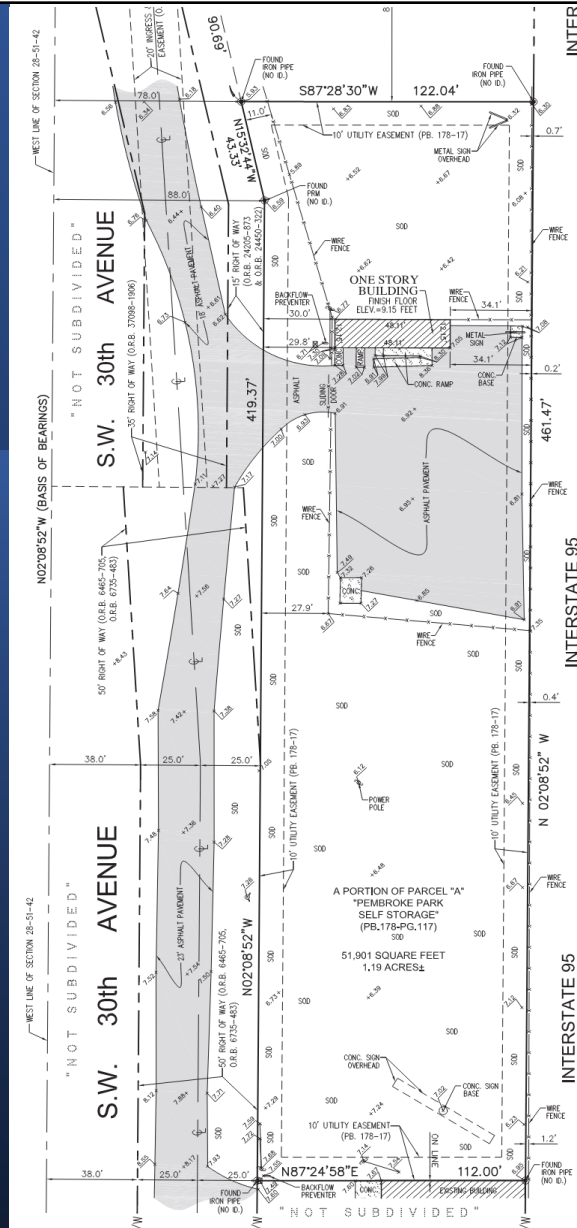


Proposed Uses

On-street Parking

Show Room &
Storage

Parking Uses



Engineering Inspired Design.



September 27, 2023

Mr. Aleem Ghany, P.E.
Acting Town Manager
1350 S.W. 52nd Avenue
Pembroke Park, Florida 33023
aghany@tppfl.gov

RE: Owner Petition to Amend Permitted Uses at 2550 S.W. 30th Avenue

Dear Mr. Ghany,

This law firm represents the owner of the property in the Town of Pembroke Park (the "Town") with the address of 2550 S.W. 30th Avenue (the "Property"). Pursuant to Ch. 28-37, which enables an owner to ask the Town to amend the regulations controlling Owner's property, Owner respectfully requests the Town amend permitted uses in the MXE district to allow the redevelopment of the Property.

More specifically, the Owner requests an amendment to Ordinance 2023-002, creating the MXE Mixed-Use Entertainment District in the Town. Ordinance 2023-003 rezoned 16.5 acres along S.W. 30th Avenue from M-1 and B-1 to "Mixed-Use Entertainment District." The Property was impacted by the subject rezoning to the effect that reasonable use is prohibited at this time by the existing MXE code language. To remedy this fact, Owner requests the Town amend Ordinance 2023-002 by adding the language below.

Section 28-209(B)(1)(h): For the land described in Exhibit "A", certain temporary uses are permitted for a period expiring January 1, 2033, at which time this provision will be null and void and no such uses will be permitted by the Town. The temporary uses controlled by this section are the following:

1. On-street parking pursuant to a duly executed parking use agreement; and
2. Retail showroom and storage; and
3. Parking uses.

This proposed amendment is in the best interests of the Town and the proper administration of its government, as well as in the best interests of the health, safety, welfare, and aesthetics of the community. The proposed amendment encourages the redevelopment of the Property. The requisite survey and plot plan are attached to this petition. Please contact me should you have any questions regarding this petition or its supporting materials.

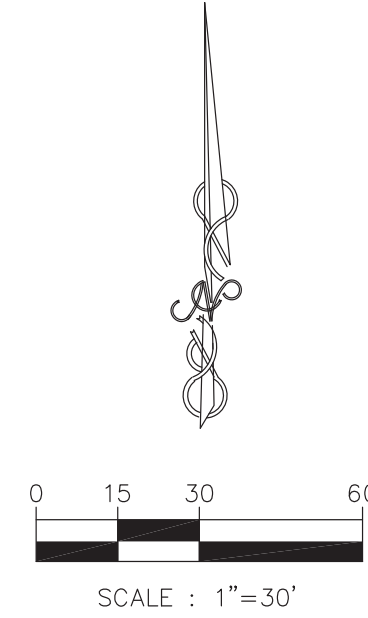
Sincerely,

Rachel A. Streiffeld
Counsel to Owner

cc: Marlen Martell, Town Clerk
Michael Vonder Meulen, Town Planner
Daniel Foganholi, Broward County District 1 School Board Member

Owner Petition: 2550 SW 30th Avenue
Exhibit "A": Legal Description

Lot A, less the North 88.36 feet, PEMBROKE PARK SELF STORAGE, according to the map or plat thereof as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.



LOCATION MAP

SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST.

SCALE : 1" = 300'

Fieldwork date of data acquisition: May 11, 2021.

Lot A, less the North 88.36 feet, "PEMBROKE PARK SELF STORAGE", according to the Map or Plat thereof as recorded in Plat Book 178, Page 117, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

(Legal Description as per Commitment Order Number 950779-2 U1 ; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11.00 P.M.). The above legal description describes the same property as in Schedule A, Exhibit A of Commitment Order Number 950779-2 issued by Old Republic National Title Insurance Company bearing an effective date of April 17, 2021.

Property Address: 2550 S.W. 30th Avenue, Pembroke Park, Florida, 33009.
Property ID number: 5142-28-71-0010

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

1.—The Legal Description was furnished by Old Republic National Title Insurance Company.

2.-North arrow direction is based on an assumed Meridian. Bearings as shown hereon are based upon the West Line of Section 28-51-42, with an assumed bearing of N02°08'52"W, said line to be considered a well established and monumented line.

Elevations as shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88). A Broward County's Benchmark Number 1178 was used its Elevation was converted by subtraction 1.59'.

BM Elevations 9.34 (NGVD 1929) -1.59' = 7.75 (NAVD 88)

Location: "Crane" cut in, across, sideways. 33' South of Centennial of Hollandale Ranch, Boulevard Mall, below the

North Bo

95' West of East end of sidewalk.

This property appears to be located in Flood Zone "X", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120052, Map No. 12011C0731, Suffix H, Effective Date: 08-18-2014 and Revised Date: 10-02-1997.

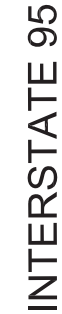
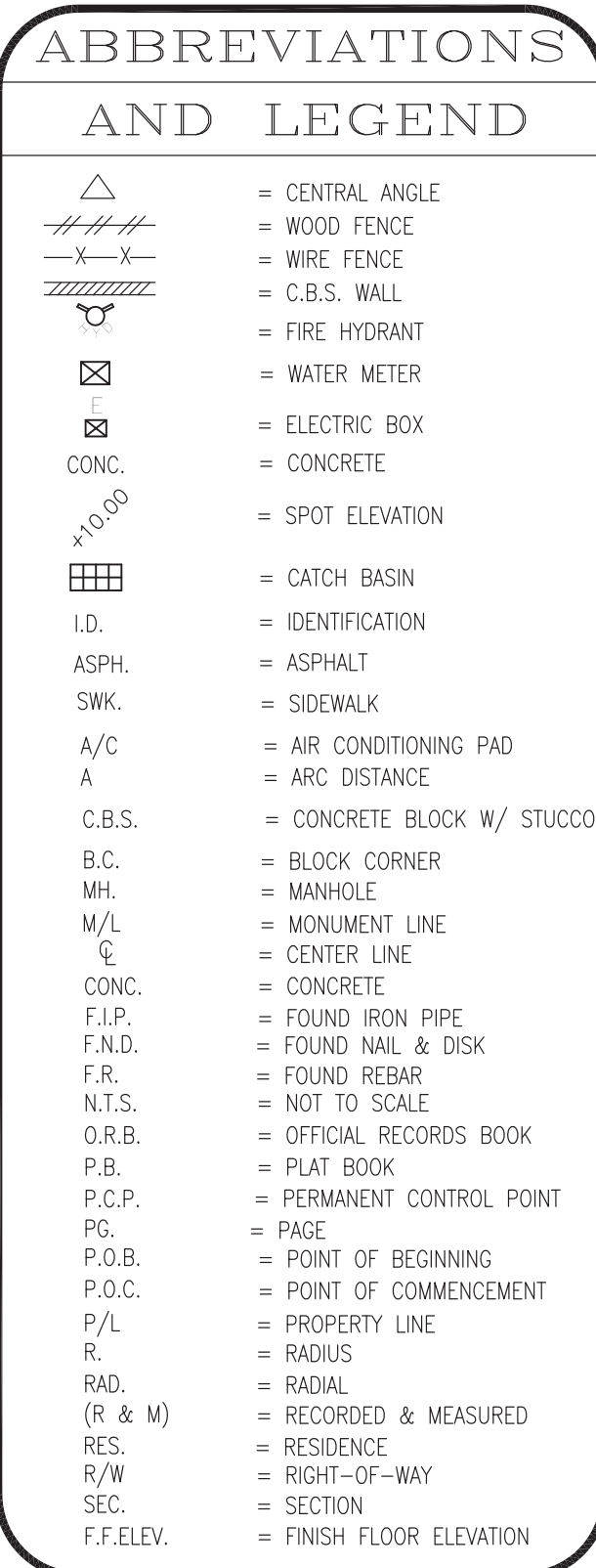
The vertical control element of this survey was derived from the North American Vertical Datum of 1988.

-No determination was made as to how the site can be served with utilities.

—Fences and walls ownership by visual means only; legal ownership not determined.

-No underground utilities and/or structures (foundations) was located within or abutting the Subject property.

-No visible encroachments from the Subject premises onto the adjoining premises neither from adjoining premises onto the Subject premises.



NOT TO SCALE

This ALTA/NSPS Land Title Survey and the Survey Map resulting therefrom was prepared at the request of BH 2550 LLC.

1.— Present Zoning: M-1 – Limited Manufacturing and Industrial District Zone.

- 2.- No visible or apparent cemeteries lying within the subject property.
- 3.- Utilities available for this site as shown on Sketch, and should be verified before construction.
- 4.- Adequate ingress and egress to the premises is provided by S.W. 31th Avenue (Public Road).

SUBJECT TO:

The exceptions of Schedule B-II appeared on Commitment Order Number 950779--2 U1; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11:00 P.M.), and furnished to the undersigned land surveyor to show any matter of records affecting the subject property as follows:

Item # 1 to 5: Not Addressed.

Item # 6: All matters contained on the Plat of Pembroke Park Self Storage, as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.

Does apply to the Subject Property and are plotted in the Survey.

Item # 7 Easement Agreement recorded in O.R. Book 18939, Page 454, Public Records of Broward County, Florida.

Does not apply to the Subject Property.

Item # 8 National Advertising Company Lease Agreement recorded in O.R. Book 21131, Page 883, Public Records of Broward County, Florida.

Does apply to the Subject Property containing blanket conditions.

Item # 9: Developer's Agreement recorded in O.R. Book 21375, Page 214, Public Records of Broward County, Florida.

Does apply the Subject Property containing blanket conditions.

Item # 10 Bill of Sale Absolute recorded in O.R. Book 25046, Page 821, Public Records of Broward County, Florida.

Memorandum of Lease Agreement recorded in O.R. Book 28910, Page 50, Public Records of Broward County, Florida.

Does apply to the Subject Property containing blanket conditions.

Item # 11: Not Addressed.

All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

BH 2550 LLC, a Florida limited liability company; City National Bank of Florida, ISAOA, ATIMA
The Law Office of Ilana Kalichman-Artzy, PA; Old Republic National Title Insurance Company
Carlos Garcia, P.A

This is to certify that this Map or Plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829,

Minimum Standards Detail Requirements for ALTA/NSPS Land Title Surveys were adopted by:

American Land Title Association, 1828 L. St. N.W. Suite 705, Washington, D.C. 20036. www.alta.org

Board of Directors, National Society of Professional Surveyors on October 9, 2015.

National Society of Professional Surveyors, Inc. 5119 Pegasus Court, Suite Q, Frederick, MD 21704 www.nsps.us.com

Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper. Additions or deletions to Map of ALTA/NSPS Land Title Survey by other than signing party or parties is prohibited without written consent of the signing party or parties.

BENNY SUAREZ SURVEYING INC., a Florida Corporation
Florida Certificate of Authorization Number LB8104

Benigno J. Suarez

Digitally signed by Benigno J. Suarez
Date: 2021.05.14 10:49:17 -04'00'

By: _____ Date: _____
Benigno J. Suarez, PSM
Registered Surveyor and Mapper LS6583
State of Florida

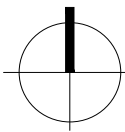
NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

BENNY SUAREZ SURVEYING INC. 4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185 PH: (305) 807-8319 Email: bennysuarez@nsn.com			
TITLE SURVEY ALTA / NSPS LAND		DESCRIPTION	
PROJECT NO: BH 2550 LLC.		No.	
ADDRESS: 2550 S.W. 30th AVENUE., PEMBROKE PARK, FL. 33009		DATE	
JOB No: 2021-070		No.	
DRAWN BY: L.M.		No.	
CHECKED BY: B.J.S.		No.	
FIELD BOOK: FILE		No.	
DATE: 05/14/2021		No.	
SCALE: AS SHOWN		No.	
SHEET: 1 OF 1		No.	



3000 SW 30TH AVE

HALLDALE BEACH BLVD SOUTH



101 ANSIN BLVD

1091 W HALLANDALE BEACH BLVD

SP-1.2

Michael Vonder Meulen

From: Rachel Streitfeld <rachel@caldera.law>
Sent: Tuesday, October 3, 2023 12:40 PM
To: Aleem Ghany; Michael Vonder Meulen
Cc: jhorowitz@gorencherof.com; Town Clerk
Subject: 2550 SW 30th Ave - Petitioner responses

Good afternoon again: while we are waiting to establish quorum for Thursday's meeting, here are my clients responses to the questions posed by the Town on this petition:

- Request 1 is somewhat straight forward. I would like to find clarification on the on-street parking. Will the on-street parking be parallel with the road? Back-out parking would not be permitted. Also the on-street parking should not include school busses. **Angled (45 degree) parking is envisioned. No back-out parking will be permitted.**
- Request 2 would actually be considered a permitted use under the MXUE zoning code. There is no objection to this request. **Understood.**
- Request 3 needs some clarification. It appears the petitioner wants to use the property to store school buses when not in use.
 - Will this storage be outdoor or within an enclosed building? **Outdoor.**
 - Will the buses/vehicles be repaired at this site? If yes, repairs must be performed within a fully enclosed building. **No repairs.**
 - Will there be long lines/staking of vehicles entering and existing the site at peak/off-peak hours? A traffic study would be required at the time of site plan approval. **No.**
 - The term "parking" is vague. I assume the petitioner would like to leave the option open to store (park) other types of vehicles if the bus storage is not finalized with the school board. There is some criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop which could be implemented which include a wall and five feet of landscaping in front of the wall. Is the petitioner amenable to this condition? **The petitioner is open to discussion.**

Best,
Rachel

AGENDA ITEM REPORT



To: Commission Meeting
Subject: Monthly Stats - September 2023
Meeting: PUBLIC NOTICE WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Major

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

[September 2023](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Marlen Martell, Town Clerk	Approved - Oct 18 2023

CFS - Calls Resulting in Dispatch				Percentage Change
INCIDENT TYPE	BREAKDOWN	AUGUST	SEPTEMBER	
ACCIDENTS	Hit and Run (3)	10	6	-40%
	Regular (4)	29	31	7%
	Rollover (4E)	0	1	0%
	With Injuries (4I)	9	4	-56%
	TOTAL ACCIDENTS	48	42	-13%
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	42	51	21%
ARRESTS	Felony	4	3	-25%
	Misdemeanor	2	2	0%
	TOTAL ARRESTS	6	5	-17%
BURGLARY	Attempt (21A)	1	0	-100%
	Commercial (21C)	1	0	-100%
	Residential (21R)	1	0	-100%
	Vehicle (21V)	3	5	67%
	TOTAL BURGLARIES	6	5	-17%
DOMESTIC VIOLENCE (38)		2	4	100%
INFORMATION (14)		23	31	35%
LARCENY (30)		11	6	-45%
MISSING PERSON (8)		0	0	0%
PARKING COMPLAINTS (73)		33	36	9%
STOLEN VEHICLE (10)		3	2	-33%
STOLEN VEHICLE RECOVERED (10R)		5	5	0%
STOLEN TAG (9)		6	1	-83%
VANDALISM (40)		6	5	-17%
		89	90	1%
TRAFFIC STOP (10-50)		18	26	44%
CITATIONS		42	55	31%
WARNINGS		1	1	0%
	TOTAL CITATIONS	43	56	30%
REPORTS (FIBRS AND CRASH)		143	130	-9%
TOTAL CALLS FOR SERVICE		389	405	4%

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AGENDA ITEM REPORT



To: Commission
Subject: Climate Action Plan
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

[PS Cover Letter SEFL Climate Pledge](#)
[PS SEFL Climate Action Pledge FINAL](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023



April 21, 2023

Dear Partners,

On behalf of the Southeast Florida Regional Climate Change Compact (the Compact), I am writing to invite participation and affirm your commitment to jointly advancing strategic climate adaptation and mitigation efforts and advancing the implementation of the Regional Climate Action Plan through adopting the Southeast Florida Climate Action Pledge.

In 2010, Broward, Miami-Dade, Monroe and Palm Beach Counties established the [Southeast Florida Regional Climate Change Compact](#), one of the nation's earliest leaders to conceive of and formalize a collaborative regional approach to address climate change. In 2012, the Compact codified its vision in its first [Regional Climate Action Plan](#) (RCAP). In 2022, the Compact undertook the third iteration of the RCAP, through the guidance and expertise of more than 150 subject matter experts. The RCAP 3.0 continues to serve as a comprehensive, ambitious, and voluntary framework that aligns and guides the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region.

The Climate Action Pledge was first developed in 2012 after the release of the first RCAP document, in recognition of the significant climate leadership demonstrated by local and tribal governments and the central role that municipal and tribal government partners play in advancing toward a more resilient region. More than a third of local and tribal governments joined the four counties in adopting the 2012 Pledge.

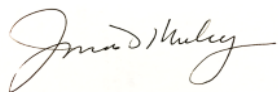
A decade later, the Compact has updated the Climate Action Pledge to align with the RCAP 3.0 update and to reaffirm our shared commitment to a regionally collaborative approach to achieving climate adaptation and mitigation objectives. It is our sincere hope that the local and tribal governments in Southeast Florida will once again join us and signal your leadership through adoption of the Pledge.

The Climate Action Pledge is attached for your review and consideration. Should you have any questions or concerns, do not hesitate to contact me, Dr. Jennifer Jurado, at jjurado@broward.org or Sarah Pariseau, Environmental Policy and Program Lead, at spariseau@broward.org.

Sincerely,

Jennifer Jurado, Ph.D.
Deputy Director and Chief Resilience Officer
Resilient Environment Department
Broward County

Rhonda Haag
Chief Resilience Officer
Monroe County



James Murley
Chief Resilience Officer, Office of Resilience
Miami-Dade County



Megan Houston
Director, Office of Resilience
Palm Beach County

SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENT CLIMATE ACTION PLEDGE

A PLEDGE OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT.

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including sea level rise, elevated groundwater levels, rainfall intensification, extreme heat, and ocean acidification presenting extreme risk to Southeast Florida's communities, economy, and natural systems; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, the Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region; and

WHEREAS, to continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit organizations; and

WHEREAS, the RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region; and

WHEREAS, local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision; and

WHEREAS, the RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community; and

WHEREAS, our response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance

vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future; and

WHEREAS, there is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity; and

WHEREAS, all local and tribal governments throughout Broward, Miami-Dade, Monroe, and Palm Beach counties are invited to sign on to the Southeast Florida Climate Action Pledge.

NOW, THEREFORE, BE IT PLEDGED THAT

Section 1. [city/town/village/tribe] _____ pledges to jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects.

Section 2. [city/town/village/tribe] _____ pledges to support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate.

Section 3. [city/town/village/tribe] _____ pledges to utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit.

EFFECTIVE DATE.

This Pledge shall become effective upon adoption.

ADOPTED this ____ day _____, 2023.

AGENDA ITEM REPORT



To:

Subject: Interim Town Manager Hiring Practice

Meeting:

Department: Administrative

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

There is no hiring process written however, the past/present practice for hiring is the following depending on the job title:

Post Job Online

Review Applications

Interview Applicants

Make selection

Issue Conditional Offer Letter

Get authorization to run background check - **Acting Town Manager Ghany started the process at this point per Commission approval on September 13, 2023.**

Drug test (Police and safety sensitive positions)

Issue Final Offer including start date

The Commission directed the Acting Town Manager Ghany to negotiate the salary on the Regular Commission Meeting of September 13, 2023.

RECOMMENDATION:

For Information

ATTACHMENTS:

[HR TPP recruitment manual](#)

	Status:
Aleem Ghany, Public Services Director	Pending
Jacobs Horowitz, Interim Town Attorney	None
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

Town of Pembroke Park
Recruitment and Hiring Procedures



Prepared: Babette Friedman
Human Resources Director
October 2022

Purpose & Policy Statement

It is the policy of Town of Pembroke Park to meet its workforce needs through systematic recruitment programs that identify, attract, and select the most qualified applicants for Town employment, while at the same time providing equal employment opportunity for all applicants.

The hiring of applicants for all positions shall be carried out with consideration of the balance of skills needed to maintain the Town's ability to meet the demand for services as well as encouraging diverse representation in the workplace. The Town's programs and practices shall foster internal advancement opportunities for current employees.

The Human Resources Department is responsible for monitoring the effectiveness of Town recruitment and selection procedures in accordance with applicable policies and state/federal laws. Human Resources is also responsible for maintaining recruitment, selection data, and documentation to support hiring decisions in accordance with Public Record laws.

Definitions

Job Opening: the details specific to a vacant position that a department wishes to fill and is budgeted for the fiscal year. The job posting will include job duties, minimum qualifications, and salary information.

Minimum Qualifications: Criteria established for the initial screening of job applicants. Minimum qualifications are usually expressed in terms of the nature and amount of formal education, training, work experience, as well as any special requirements such as licenses, certifications, or physical standards. Minimum requirements are set as a level that provides a reasonable likelihood that a candidate for the job possesses the most important minimum required knowledge, skills, and abilities to adequately perform work in the position.

Part-time Employees: Non-benefit eligible employee who cannot work over 1,508 hours per fiscal year.

General

The recruitment and selection process shall be consistently applied and non-discriminatory, so that it promotes open and fair competition and provides for the hiring of a diverse workforce.

Each position to be filled must be posted online through ADP Career Center and selected candidate(s) must complete the hiring process through our On-Boarding platform.

The minimum posting period for all positions is 14 calendar days. The hiring manager may request a longer posting period for positions that are difficult to fill. Human Resources will post vacancies with various career sites, and other job-related association sites. The advertising costs are the responsibility of the department that the vacancy belongs to. It is the responsibility of the hiring manager to gain approval from the Budget and Finance Department for the expenditure prior to submitting the paid advertisement.

Application Process

All applicants who wish to apply for a vacancy with the Town of Pembroke Park must complete and submit an online application via the ADP Career Center. In some instances, an applicant may request a paper application in accordance with the American with Disabilities Act.

Applicants must select and apply for individual job openings that are of interest to them. All screening questions must be answered for the application to be considered complete. Applicants must provide sufficient details in the application or resume to verify their responses to the screening questions and demonstrate that they meet the minimum qualifications.

The online application requires applicants to certify that all information they entered is correct and complete to the best of their knowledge. This includes the online application, screening questions and any attachments to the application. The Town of Pembroke Park has a third-party vendor who verifies the information provided on the application. Any untruthful or misleading answers are cause for rejection of the application, or dismissal if already employed with the Town of Pembroke Park. A submitted online application constitutes as signed by the applicant.

Applicants must successfully apply for individual job openings prior to the closing date and be found qualified to be considered for that position.

Screening and Eligibility Determination

The Human Resources Department is responsible for screening all applications and for the final determination of eligibility. Qualified applicants are routed to the hiring manager for review. Screening criteria for a job opening are determined by the minimum education and experience requirements as outlined in the job specifications. Additional screening questions may be used for preferred qualifications.

Once the required minimum posting period ends, Human Resources will screen the applicants. Those applicants who meet the minimum qualifications for the job opening will have their applications and resumes routed to the department for consideration. In cases where the hiring manager has requested a posting period longer than 14 calendar days, Human Resources will consult with the department to determine a schedule for screening and routing candidates.

Applicants whom Human Resources finds does not meet the minimum qualifications for the job opening will not have their applications routed to the department and will not be considered for the position. Any questions regarding an applicant's eligibility must be directed to Human Resources.

Veteran's Preference

Veteran's Preference in hiring, promotional opportunities and layoff retention will be granted in accordance with federal and state law. Job applicants who are claiming Veteran's Preference will be given job preference in the hiring process, but not to the preclusion of more qualified nonveterans. Individuals must submit current documentation substantiating Veteran's Preference status to receive a preference. A DD-214 or comparable document which serves as a certificate of release or discharge claim must be furnished.

Interview Process

Human Resources will do an initial screening with the eligible candidates and narrow it down to know more than five (5) candidates for a panel interview. Human Resources will work with the department to schedule interviews and select a diverse panel of at least three (3) people. The panel members must be either direct supervisors, other department supervisors, or outside subject matter experts. Subordinates cannot participate in the panel interview.

Human Resources and the department will prepare interview questions and ensure they are job related and not discriminatory. On the day of interviews Human Resources will supply the panel members with a binder that will include the resumes/applications of interviewees, rating sheets (Exhibit B), and Interview Facilitator Script (Exhibit A). Human Resources must be present at every interview and will either be on the panel or will sit in to facilitate the interviews to ensure a fair process.

Once the interviews are completed the rating sheets will be graded by Human Resources and the ranking will be released to the department. Ratings are based on a scale of 0 through 5.0 scale with 5.0 being the highest score. Only candidates with an overall rating of 3.0 or higher on the interview may be considered for the current vacancies. Failing scores will not be shown on the final ranking.

The Department is required to send an email/memo making their selection to Human Resources. Human Resources will complete the additional paperwork needed to On-Board the selected applicant. If the highest scored interviewee is not selected written documentation will be needed to justify the reasoning. An email will be sent to the Department when the selected applicant is approved to start.

A Legal and Meaningful Interview

When employers seek information from job applicants, they should ask themselves:
(1) Will the answers to this question, if used in making a selection, have a disparate effect in screening out candidates in protected classes?
(2) Is this information essential to judge a candidate's qualifications for this job? The guidelines on the following section will help you conduct legal and meaningful interviews.

Common Interviewing Mistakes

- Leading questions — signaling expected answers to questions or leading to preferred answer
- Failure to actively listen
- Dominating the interview
- Failure to probe — lack of follow-up questions to clarify ideas
- Asking hypothetical questions — behavior-based questions elicit more useful information
- Personal bias used during interview
- Asking yes/no versus open-ended questions

It is important to remember that all interview questions must be job-related.

Appropriate and Inappropriate Interview Questions

Often a hiring manager wish to ask questions that may not be appropriate or legal to ask. Care must be taken to avoid asking questions or making comments either directly or indirectly that relates to race, the derivation of one's name, ethnic origin, religion, marital status, parental status, disability, sexual orientation, gender identity or expression, genetic information, age, political affiliations, or other personal matters. Such questions or remarks create a negative impression of the Town.

The following are examples of appropriate and inappropriate interview questions by subject matter. During the interview and casual conversation, care should be taken not to ask questions that may elicit inappropriate information about the candidate.

<u>Subject</u>	<u>Appropriate</u>	<u>Inappropriate</u>
Age	None	Questions about age; requests for birth certificate.
Birthplace	None	Birthplace of applicant or applicant's parent(s), spouse, or other close relative(s).
Citizenship	May ask questions about legal authorization to work in the specific position if all applicants are asked.	May not ask if person is a U.S. citizen.
Convictions	May ask if any record of criminal conviction and/or offenses exist if all applicants are asked.	Questions about convictions unless the information bears on job performance. Questions that would reveal arrests without convictions.
Disability	May ask about applicant's ability to do job-related functions.	Question (or a series of questions) that is likely to solicit information about a disability.
Education	Inquiries about degree or equivalent experience.	Questions about education that are not related to job performance.
Family	None	Number and ages of children; childbearing/rearing queries.
Marital or Family Status	Whether applicant can meet work schedule or job requirements. Should be asked of both sexes.	Any inquiry about marital status, children, pregnancy, or childcare plans.
Military	You may ask if a candidate has served in the Armed Forces of the United States.	You may not ask about the military service in the armed forces of any country except the U.S., nor may you inquire into one's type of discharge.
Organizations	Inquiries about professional organizations related to the position.	Inquiries about professional organizations suggesting race, sex, religion, national origin, disability, or sexual orientation.
Personal Finances	None	Inquiries regarding credit record, owning a home, or garnishment record.
Political Affiliations	None	Inquiries about membership in a political party.
Race, Color, or Sexual Orientation	None	Comments about complexion, color of skin, height, weight, or sexual orientation.
Religion	Describe the work schedule and ask whether applicant can work that schedule. Also, suggest that accommodations to schedule are possible.	Inquiries about religious preferences, affiliations, or denominations or religious holidays observed.
Work Experience	Applicant's previous employment experience.	Stereotypical inquiries regarding protected group members.

Employment Offers

Offers are based on an analysis of the applicant's work experience, education, and training. Other candidate characteristics, such as work ethic, emotional intelligence and attitude may be considered, as well. The Town Manager has final approval of offers of employment. Applicants that submit false information, or omit information on the Town employment application, resume or any other statement of qualification for a position will not be considered for employment. If false information is found after employment has begun, the Town Manager may terminate the employee.

Town Commission must vote on the compensation offer made to employees who serve at the pleasure of the Town Commission.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and Darryl Letroy Bell (hereinafter referred to by name or as "Bell" or "Interim Town Manager").

WITNESSETH:

WHEREAS, the Town desires to employ Darryl Letroy Bell as Interim Town Manager of the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Interim Town Manager and to establish conditions of employment applicable to Interim Town Manager; and

WHEREAS, Darryl Letroy Bell desires to accept employment as Interim Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town of Pembroke Park hereby hires and appoints Darryl Letroy Bell as its Interim Town Manager, under the terms established herein, to perform the duties and functions specified in the Pembroke Park Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Commission shall from time to time assign.

B. The Town's employment of Darryl Letroy Bell shall commence on December 1, 2023, and shall continue for a period of six (6) months, ending on May 31, 2024, unless terminated sooner. Thereafter, this agreement shall be extended automatically on a month-to-month basis, subject to the termination provision set forth herein. The Town may terminate this agreement, for cause or for convenience, by providing Bell with no less than fourteen (14) days' written notice. Bell may terminate this agreement, for cause or convenience, by providing the Town with no less than fourteen (14) days' written notice of such termination.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Interim Town Manager an annual base salary of One Hundred Sixty Thousand Dollars and 00/100 (\$160,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

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B. The Town may increase the Interim Town Manager's base salary or other benefits of the Interim Town Manager in such amounts and to such an extent as the Town Commission may determine desirable.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Interim Town Manager.

Section 3. Duties and Obligations

A. The Interim Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Interim Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Interim Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Interim Town Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Town Commission, provided that such activities shall not interfere with his primary obligation to the Town as its Interim Town Manager. The Interim Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Interim Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Interim Town Manager related to such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Interim Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Interim Town Manager is required to be on call for twenty-four (24) hour service. In recognition thereof:

A. Automobile Allowance

1. The Town agrees to pay the Town Manager a monthly automobile allowance of Two Hundred Fifty Dollars and 00/100 (\$250.00) to lease or own, insure, operate and maintain a vehicle, including fuel, for the discharge of his responsibilities to the Town. For the conduct of any Town business outside Broward County, the Interim Town Manager shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.

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2. In the event the Town Commission adopts a formal policy governing Town automobiles, such policy will be applicable to and supersede this Agreement.

- B. Town shall provide the Interim Town Manager with a cell phone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Holidays

The Interim Town Manager is entitled to the same paid holidays as the general Town staff.

Section 6. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Interim Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees, with the exception that the Waiting Period for the insurance is waived and the insurance is effective on the date of hire.

B. Life insurance for the Interim Town Manager shall be provided in an amount equal to \$100,000.00, or the highest amount as may be available through the Town's insurance carrier, if less than \$100,000.00.

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Interim Town Manager's expense.

Section 7. Retirement

The Town agrees to contribute 25.41% as stipulated by the Florida Retirement System Senior Management Class of the Interim Town Manager's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Commented [JGH1]: Will Mr. Bell be participating in FRS and, if so, what is the Town's contribution?

Section 8. Termination by the Town and Severance Pay

The Interim Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Interim Town Manager's employment with the Town at any time, with or without "just cause," by proving the Interim Town Manager with no less than seven (7) days' written notice. In the event of a termination by the Town pursuant to this section, the Interim Town Manager shall not be entitled to receive any severance payment from the Town.

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Section 9. Termination by the Interim Town Manager

The Interim Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than seven (7) days prior to the effective date of the notice of termination. If the Interim Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Interim Town Manager all accrued compensation due the Interim Town Manager up to the Interim Town Manager's final day of employment, including any accrued Vacation Leave up to the One Hundred (100) hour limit. The Town shall have no further financial obligation to the Interim Town Manager pursuant to this Agreement.

Section 10. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement.

Section 11. Indemnification

The Interim Town Manager shall be subject to the reimbursement and indemnification policy set forth in Sec. 2-278 of the Town's Code of Ordinances, as may be amended from time to time.

Section 12. Code of Ethics

Inasmuch as the Interim Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Interim Town Manager's conduct and actions as Interim Town Manager of the Town. Additionally, the Interim Town Manager shall abide by the standards established by the Florida Commission on Ethics.

Section 13. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 14. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Interim Town Manager under any policy, regulation, ordinance or law.

Section 15. Transparency

A. Open Door Policy: The Interim Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees, residents, property owners and other persons who have matters of interest related to the well-being of the Town.

B. Governmental Relations: The Interim Town Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Interim Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

D. Right to Speak: The Interim Town Manager shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 16. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Interim Town Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the TOWN this ____ day of _____, 2023

TOWN OF PEMBROKE PARK

By: _____
Ashira Mohammed, Mayor

ATTEST:

Marlen Martell, Deputy Town Clerk

Executed by the INTERIM TOWN MANAGER this ____ day of August, 2023.

Witnesses:

Signature

Darryl Letroy Bell

Print Name

Signature

Print Name

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AGENDA ITEM REPORT



To:

Subject: Public Works Warehouse Storage - Lease Agreement

Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The is currently renting a storage space at Lakeside Business Park for the Public Services Department. The currently lease has expired and this is another or contract.

FINANCIAL IMPACT:

This is no cost to the Town.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Updated Town of Pembroke Park 2722 Lease](#)

AGREEMENT OF LEASE

This AGREEMENT OF LEASE (“Lease”) between the parties set forth below incorporates the Basic Lease Provisions/Definitions and the General Lease Provisions attached hereto.

ARTICLE I - BASIC LEASE PROVISIONS/DEFINITIONS

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have only the meanings set forth in this Article I (Basic Lease Provisions/Definitions), unless such meanings are expressly modified, limited or expanded elsewhere herein.

1. **Date of Lease (for reference purposes only):** September 1, 2023
2. **Tenant:** Town of Pembroke Park
3. **Tenant’s Notice Address:** 2722 South Park Road, Pembroke Park, FL, 33009
Tenant’s Phone Number: 954-495-0154
Tenant’s E-Mail Address: aghany@tppfl.gov
4. **Landlord:** I-95 Realty, Inc., a Florida corporation
5. **Landlord’s Notice Address:** 3041 N.E. 42nd Street
Fort Lauderdale, FL, 33308

With a copy to:

Joshua M. Entin, Esq.
Entin Law Group, P.A.
1213 S.E. Third Avenue
Fort Lauderdale, FL, 33316
6. **Tenant’s Rented Address (the “Premises”):** The space which bears the address 2722 South Park Road, Pembroke Park, FL, 33009.
7. **Tenant’s Pro Rata Share:** N/A
8. **Lease Term:** The Lease shall begin on the Commencement Date (stated below) and continue through and including September 1, 2023 to August 31, 2024.

- 9. Commencement Date:** September 1, 2023.
- 10. Base Rent:** Base Rent for the purposes of this Lease shall be \$0.00 per month. Beginning on the anniversary of the Commencement Date and each year annually thereafter during the Lease Term, Base Rent will be increased by \$N/A monthly. Rent escalation payable in monthly installments, in advance, without notice, due on the first day of each calendar month during the Term of this Lease, free from all claims, demands or setoffs against Landlord of any kind or character whatsoever. If the Term of this Lease shall begin or terminate on other than the first or last day respectively of a calendar month, all Base Rent and other charges accruing under this Lease for such portion of the partial calendar month shall be apportioned and paid on the basis of a thirty-day month. In addition to any other sums due under this Lease, simultaneously with Tenant's execution of this Lease, Tenant shall pay Landlord the First Month's Base Rent, the Last Month's Base Rent, and the Security Deposit (in amount equal to Last Month's Base Rent).
- 11. Base Year:** 2023
- 12. Security Deposit:** See Article II, paragraph 5(b) below.
- 13. Rent Payment Address:** 2712 South Park Road
Pembroke Park, Florida, 33009
- 14. Permitted Use:** Tenant will use the Premises solely for storage of public works tools and equipment, storage and distribution purposes, and without storage of hazardous materials.
- 15. Broker:** None.
- 16. Guarantor:** Omitted.
- 17. Non-Exclusivity:** Tenant shall have a non-exclusive right to operate the Permitted Use with respect to the Building and Premises. Landlord may lease or permit any third party to conduct a business substantially similar to the Tenant's Permitted Use.

18. FF&E Period:

Tenant shall have access to the Premises prior to the Lease Commencement Date at no charge for the purposes of cabling, wiring, move-in supplies, and installation of Tenant's Furniture, Fixtures, and Equipment (the "FF&E Period"). During the FF&E Period, which is the time period between the date the Lease is executed and the date prior to the Commencement Date, Tenant shall be responsible to comply with all terms of this Lease (other than payment of rent during the FF&E Period) including but not limited to the Rules and Regulations set forth in Exhibit D.

19. Exhibits:

EXHIBIT A – Premises

EXHIBIT B – Legal Description of Land

EXHIBIT C – Move-Out Conditions

EXHIBIT D – Rules and Regulations

EXHIBIT E – Insurance Requirements for Contractors

EXHIBIT F – Lessor's Notice Pursuant to Section 713.10, Florida Statutes

ARTICLE II - GENERAL LEASE PROVISIONS

1. GRANTING CLAUSE. In consideration of the obligation of Tenant to pay Rent, as herein provided, and in consideration of and subject to the terms, covenants and conditions hereof, Landlord leases to Tenant and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term.

2. ACCEPTANCE OF PREMISES. Other than as provided in Section 7 of this Article II, Tenant accepts the Premises in its current "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, subject to Landlord's obligations under this Lease. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises is suitable for Tenant's intended purposes. Except as otherwise expressly provided in this Lease, in no event shall Landlord have any obligation to cure, or liability for, any defects in the Premises or any limitation on its use.

3. USE.

(a) The Premises shall be used only for the Permitted Use and shall not be used for any other purpose. Landlord, in Landlord's reasonable discretion, shall have the right to deny its consent to any change in the Permitted Use. Tenant shall not conduct or give notice of any auction, liquidation or going out of business sale on the Premises. Tenant will use the Premises in a careful, safe, secure, clean, neat, tidy, orderly, well-maintained and proper manner and will not subject the Premises to use that would damage the Premises. Tenant shall not permit any unreasonably objectionable or unpleasant odors, smoke, dust, gas, noise, vibrations, rodents, insects or pests to emanate from the Premises, nor take any other action which would constitute a nuisance or which would disturb, endanger or unreasonably interfere with any other tenants of the Property. Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by the Tenant, as its principal business purpose, of any merchandise which the Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Building, and then only for 30 days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless the Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond 30 days; (E) a business primarily used for a mail order office or catalog store; (F) any business in which the Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices; or (G) any use other than the Permitted Use.

(b) Outside storage, including, without limitation, storage of non-operable trucks and other non-operable vehicles, is prohibited without Landlord's prior written consent, which consent may be withheld by Landlord for any reason; provided. Subject to applicable Legal Requirements, Tenant shall keep the Premises in a clean and sanitary condition and shall keep the common parking areas, driveways and loading docks free of debris. Tenant shall promptly arrange for the removal and/or disposal of all pallets, crates and refuse owned and/or generated by Tenant. Tenant is required to utilize its own dumpster. Tenant shall ensure that no vehicles block driveways, entrances, exits, dumpsters, fire hydrants, meters, meter rooms, and any other area of the Premises that are not designated as permissible parking spaces.

(c) Tenant shall obtain, at Tenant's sole cost and expense, any and all licenses and permits necessary for Tenant's use of the Premises. Tenant shall use and occupy the Premises in

compliance with all existing and future Legal Requirements (hereinafter defined) applicable to the Premises, including, without limitation, sprinkler and high pile storage Legal Requirements, as well as all reasonable requirements of Landlord's insurance carrier and lender, if any. If any Legal Requirements shall, by reason of the nature of Tenant's particular use or occupancy of the Premises (a "Tenant-Related Reason"), impose any duty upon Tenant or Landlord with respect to: (i) modification or other maintenance of the Premises or the Property or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Legal Requirements at Tenant's sole cost and expense. The term "Legal Requirements" shall mean all of the following: covenants and restrictions, laws, statutes, building and zoning codes, judgments, ordinances, governmental orders, conditions of approval, permits, licenses, rules, and regulations (including, but not limited to, Title III of the Americans With Disabilities Act of 1990), as the same may be amended and supplemented from time to time, including, without limitation, all legal requirements that pertain to the Property. Tenant's failure to obtain and/or maintain any license, certificate of use, certificate of occupancy, or business tax receipt necessary to perform the Permitted Use shall in no way excuse Tenant's obligations under this Lease, including but not limited to Tenant's obligations to pay Rent.

(d) The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Other than existing signage and any additional signage approval by Landlord in its sole direction, Tenant agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

4. RENT. Tenant shall pay Base Rent and Additional Rent (hereinafter defined) (collectively referred to as "Rent") during the Lease Term, in advance, on the first day of each calendar month, or as otherwise set forth in this Lease, without notice, demand, setoff or deduction, at the address set forth in Item 13 of the Basic Lease Provisions/Definitions. In the event any Rent is due for a partial calendar month or year, the Rent shall be prorated to reflect that portion of the Lease Term within such month or year. The obligation to pay accrued but unpaid Rent shall survive the expiration or earlier termination of the Lease. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. The first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease.

(a) **Base Rent.** Tenant shall pay to Landlord, as Base Rent, the sums and amounts set forth in Item 10 of the Basic Lease Provisions/Definitions.

(b) **Additional Rent.** In the event Tenant fails to comply with any of its obligations under the Lease, Landlord may do so and bill the same to Tenant for the same as Additional Rent, such items shall include but not be limited to HVAC maintenance and repair, mechanical repair, electrical repair, plumbing repair, structural repair, fire and life safety related repairs, and Americans With Disabilities Act compliance ("Additional Rent").

(c) **Covenant of Rent.** Tenant agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of rent or any other payment required of Tenant hereunder.

5. LATE CHARGE, SECURITY DEPOSIT; PREPAID RENT.

(a) In the event any installment of Base Rent, or other charges accruing under this Lease shall become overdue, a late charge of five percent (5%) of the delinquent sum may be charged by

Landlord. If any installment of Base Rent, or other charges accruing under this Lease remain overdue for more than fifteen days, an additional late charge in an amount equal to interest on the delinquent amount at the rate of 1-1/2% per month (18% per annum) or the maximum permitted by law, may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue. All late charges shall be due immediately upon demand by Landlord without set-off or defense. Rent or other charges accruing under this Lease shall not be deemed late for the purposes hereof unless delivered after the 5th day after the date on which the same is due.

(b) Simultaneously with the execution of this Lease, Tenant has paid to Landlord the sum of \$0.00 representing the First Month's Base Rent, the Last Month's Base Rent, and the Security Deposit. Landlord is in possession of the sum of \$0.00 representing the Security Deposit, which shall be held by Landlord without interest for the full and faithful performance by Tenant of the terms and conditions of this Lease (hereinafter, the "Security Deposit" or "Deposit"). Landlord and Tenant acknowledge that a portion of the Security Deposit in the amount of \$0.00 has been carried over from a prior lease between the Parties. Therefore, the Parties acknowledge that the Tenant has paid an additional \$0.00 toward the Security Deposit for this Lease.

The portion of the Deposit representing the Last Month's Base Rent includes the \$0.00 that was provided to Landlord by Tenant for the last month's base rent under their prior, and now expired, lease between the parties, as well as the difference between that carried over amount and the amount of the Last Month's Base Rent under this current Lease.

Landlord may utilize such part of the Deposit as is reasonably necessary to cure any default of Tenant under this Lease and in such event Tenant shall immediately replace such portions as may be expended by Landlord. Upon the expiration of this Lease (except arising due to a default by Tenant), and delivery of the Premises to Landlord in their original condition the Deposit shall be returned to Tenant without interest. Upon any conveyance of the Building by Landlord to a successor in title, the successor shall become liable to Tenant for the return of the Security Deposit and the conveying party released from same. Landlord shall not be required to hold the Security Deposit in any special account for the benefit of the Tenant and the Security Deposit may be co-mingled with Landlord's funds. In the event any installment of Base Rent or other charges accruing under this Lease shall not be paid when due (including the return of any of Tenant's checks for insufficient or uncollected funds or otherwise), the Landlord shall have the right, at the Landlord's sole discretion, to require the Tenant to place with Landlord an additional Security Deposit (in excess of the original Security Deposit), of up to two installments of then current Base Rent, which sum shall become a part of the original Security Deposit. The rights of the Landlord shall in no way be limited or restricted by the Security Deposit, and the Landlord shall have the absolute right to pursue any available remedies to protect its interests herein, as if the Security Deposit had not been made. Tenant will be charged for any checks or payments received by Landlord from Tenant and returned for "insufficient funds", in addition to any late fees which may be accrued.

6. UTILITIES. Tenant shall pay for all gas, electricity, water and sewer, phone, fax, cable, internet, alarm, security, waste disposal, pest control, cleaning, and maintenance used by Tenant in, on or about the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and Tenant shall be liable for all maintenance and equipment with respect to the continued operation thereof. In no event shall Landlord be liable for any interruption or failure of any utility servicing the Property. Landlord may cause, at Tenant's expense, any utilities used by Tenant to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. Tenant agrees to limit use of water and sewer for normal restroom use.

7. Intentionally deleted.

8. TENANT'S REPAIRS AND MAINTENANCE.

(a) Tenant, at Tenant's sole cost and expense, shall, at all times during the Lease Term and in accordance with all applicable Legal Requirements, maintain, service, repair and replace, if necessary, and keep in good condition and repair all portions of the Premises, including, but not limited to, fixtures, equipment and appurtenances thereto, any windows, plate glass, office doors, dock doors and ancillary equipment, all heating, ventilation, and air conditioning equipment ("HVAC"), if any, serving the Premises, office entries, interior and exterior walls, trim work, finish work, paint and sealant, floors and floor coverings, water heaters, electrical systems and fixtures, dock bumpers, dock levelers, warehouse doors, ceilings, roofs, storefronts, lighting, outlets and switches, wiring and circuitry, mechanical equipment, appliances, fixtures, finishes, sinks, piping, toilets, showers, all interior areas, all exterior areas, all structures, all technology equipment, security systems, safety devices, utilities equipment and systems, trailer lights and fans, shelters/seals and restraints, plumbing and fixtures, waste disposal, trash and debris removal, dumpsters, cleaning services, maintenance, and pest extermination. Such repair and replacements may include capital expenditures and repairs whose benefit may extend beyond the Lease Term. Tenant, at Tenant's sole cost and expense, shall, at all times during the Lease Term install and maintain at the Premises: (1) wired functioning fire, smoke, and carbon monoxide detection alarm systems that alert the local fire department to any such alarm being triggered; (2) active burglar alarm systems that alert the local police department to any such alarm being triggered; and (3) video security camera surveillance systems that record only video (and not audio) at all locations at and within the Premises and that such recordings are part of a system that allows for the preservation of all such recordings for a period of at least thirty days from each such recording. Tenant shall be obligated to provide to Landlord copies of any such recorded video footage from this video surveillance system immediately upon request.

(b) Subject to Paragraph 19(c), Tenant shall bear the full cost of any structural and non-structural repair or structural and non-structural replacement to any part of the Property resulting from damage caused by Tenant and/or Tenant Parties, which such repair or replacement shall be performed by Tenant or, at Landlord's option, by Landlord at Tenant's sole cost and expense. Tenant shall also be responsible for the cost of any structural and non-structural repair or replacement that benefits only the Premises.

(c) Tenant, at Tenant's sole cost and expense, shall regularly schedule preventive maintenance/service for servicing all hot water, HVAC and related equipment, appliances, systems, fixtures, and equipment serving the Premises. Tenant assumes the responsibility to repair or replace the HVAC if the same shall need repair or replacement.

(d) Tenant shall perform all repairs, servicing, cleaning, improvements, replacements, and maintenance in a good and workmanlike manner, using new materials of the same character, kind and quality as originally employed in, on or about the Property; and all such repairs and maintenance shall be in compliance with all applicable Legal Requirements, as well as all demands of Landlord. In the event Tenant fails to properly perform any such repairs or maintenance within a reasonable period of time, Landlord shall have the option to perform such repairs on behalf of Tenant, in which event Tenant shall reimburse Landlord, as Additional Rent, the costs thereof within thirty (30) days after receipt of Landlord's invoice for same.

9. TENANT-MADE ALTERATIONS/TRADE FIXTURES.

(a) Except as otherwise expressly set forth herein or already in place (or replacement thereof), any alterations, additions or improvements installed and/or constructed in, on or about the Property by Tenant (each or collectively, "Tenant-Made Alterations") shall require Landlord's prior written consent, which consent may be unreasonably withheld. Upon the expiration of tenancy or earlier termination of the Lease, all Tenant-Made Alterations shall at Landlord's option either: (1) remain on the Premises and be deemed the property of Landlord and without any obligation of Landlord to pay Tenant for such Tenant-Made Alterations; or (2) be removed by Tenant, at Tenant's sole cost and expense including payment for damage caused by such removal if requested by Landlord in writing, except to the extent Landlord requires in writing at any time during the Lease Term that such Tenant-Made Alterations shall remain on the Premises as Landlord's property.

(i) Landlord may withhold consent of any Tenant-Made Alterations in Landlord's sole and absolute discretion.

(ii) Tenant-Made Alterations expressly excludes the following:

(A) Trade Fixtures (hereinafter defined); and

(B) Maintenance items, repairs, replacements, or other alterations and/or improvements to the Premises or the Property performed by Tenant which are Tenant's responsibility pursuant to Paragraph 8 of this Lease; and

(b) Tenant, at Tenant's sole cost and expense and with the prior written consent of Landlord, may install such racking, machinery, furnishings, equipment, or other trade fixtures in the interior of the Premises which are used in Tenant's ordinary course of business (collectively "Trade Fixtures"), provided that such Trade Fixtures do not penetrate or disturb the structural integrity and support provided by the roof, exterior walls, or slab or modify the HVAC or utility systems of the Property, in which case Landlord's written consent shall be required in all instances and may be withheld in Landlord's discretion. Upon surrender of the Premises, all Trade Fixtures shall be removed by Tenant at Tenant's sole cost and expense, and Tenant shall repair any damages caused by such removal unless requested otherwise by Landlord in writing.

Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to install racking, equipment or machinery in the Premises used in Tenant's normal business operations, subject to Landlord's approval of the plans and specifications related thereto, which such approval shall not be unreasonably withheld, conditioned or delayed. If Tenant installs any racking, equipment or machinery in, in or about the Premises which requires installation of bolts in the floor of the Premises, Tenant must, prior to expiration or termination of this Lease, at the expense of Tenant, remove all such bolts in accordance with the provisions contained herein. All bolts will be cut or ground so that the top of the remaining portion of the bolt is at least one-quarter inch below the surface of the floor. All holes created by such removal of bolts must be filled with 100% epoxy, which meets the standards set by the American Concrete Institute and which is color-matched to the floor being filled.

(c) All Tenant-Made Alterations and Trade Fixtures (regardless of whether or not Landlord's prior consent is required hereunder) shall be constructed and/or installed by licensed, bonded, and insured contractors approved by Landlord, in a good and workmanlike manner using new materials of the same character, kind and quality as originally employed in, on or about the Property, and in compliance with all applicable Legal Requirements, as well as all requests of Landlord and requirements of Landlord's insurance carrier and lender, if any. Such contractors shall be required, at a minimum, to carry and maintain insurance in accordance with the standards and requirements set forth in **Exhibit E**

attached hereto, and Tenant shall provide certificates of insurance evidencing compliance of such insurance requirements. Further, Tenant shall furnish or perform, at Tenant's sole cost and expense, any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations or Trade Fixtures.

(d) All plans and specifications for any Tenant-Made Alterations or Trade Fixtures requiring Landlord's consent hereunder shall be submitted to Landlord for its approval. Landlord may monitor construction of any such Tenant-Made Alterations or Trade Fixtures. Tenant shall reimburse Landlord for its costs in reviewing plans and specifications and in monitoring construction of such Tenant-Made Alterations or Trade Fixtures. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant shall provide Landlord with the identities, contact information and mailing addresses of all persons performing work or supplying materials, prior to beginning construction of such Tenant-Made Alterations or Trade Fixtures, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Legal Requirements. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure performance of all work included in the plans submitted to Landlord and payment for the completion of all work free and clear of liens. Tenant shall not permit liens to be placed on Landlord's interest in the Property for any Tenant work. Upon completion of any Tenant-Made Alterations or Trade Fixtures, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations or Trade Fixtures and final unconditional lien waivers from all such contractors and subcontractors.

10. DESTRUCTION. If, at any time during the Lease Term, the Premises is materially damaged by a fire or other calamity or natural disaster, Tenant shall promptly notify Landlord of such damage, and Landlord shall notify Tenant within thirty (30) days thereafter as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed ninety (90) days from the date of casualty, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party. Notwithstanding the foregoing, either party may terminate this Lease if the Premises is damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than two (2) months to repair such damage. If neither party elects to terminate this Lease, or if Landlord estimates that restoration will take ninety (90) days or less from the date of casualty, then, Tenant, at Tenant's sole cost and expense, shall promptly (subject to delays arising from Force Majeure) perform all repairs or restoration to Tenant-Made Alterations, Trade Fixtures and Tenant's personal property and shall promptly re-enter the Premises. Base Rent and Additional Rent shall be abated for the period of repair and restoration in proportion to the area of the Premises which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant and, except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss. However, notwithstanding anything contained herein to the contrary, there shall be no such abatement or termination of the Lease if said damage is due to the fault or negligence of Tenant and/or Tenant Parties.

11. INSPECTION. At any time, with or without notice to Tenant, Landlord shall have the right to enter and inspect the Premises to ascertain the condition of the Premises or to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; provided, however, Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's business in the Premises during such entry by Landlord. In addition thereto, during the last four (4) months of the Lease Term, Landlord shall have the right to enter the Premises at any time, with or without notice to Tenant, to show the Premises to prospective tenants, and during said time, Landlord shall have the right to erect on the Property suitable signs indicating that the Premises is available for lease. Landlord shall retain sole

control over the common areas and public parts of the Property, and shall have the right at any time, without the same constituting any actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of parking areas, sidewalks, corridors, entrances and other common areas and public parts of the Property. Tenant shall ensure that Landlord has copies of all keys and alarm codes for the Premises.

12. SIGNS. Tenant shall not place or permit any signs, lights, awnings or poles in or about the Premises or the Property without the prior written consent of Landlord.

13. ASSIGNMENT AND SUBLETTING BY TENANT.

(a) Landlord's Consent Required.

(i) No portion of the Premises or of Tenant's interest in this Lease may be transferred or assigned by Tenant, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's prior written consent, unless such ownership interests are publicly traded. Any permitted assignee shall become liable directly to Landlord for all obligations of Tenant hereunder.

(ii) Landlord has the right to grant or withhold its consent for any reason, under any circumstance.

(iii) Landlord may unreasonably withhold its consent to any assignment of the Lease or subletting of the Premises.

(iv) Any assignment of the Lease or subletting of the Premises requiring Landlord's written consent hereunder shall be subject to an administrative fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), due and payable by Tenant to Landlord as a condition to the granting of Landlord's consent as required hereunder.

(b) No Release. No Permitted Transfer or other assignment of the Lease or subletting of the Premises under this Paragraph 13 shall release Tenant (and Guarantor if applicable) or change Tenant's (and Guarantor's if applicable) primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person is not a waiver of any provisions of this Paragraph 13. Consent to one assignment or subletting is not a consent to any subsequent assignment or subletting. If Tenant's assignee is in breach of this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's assignee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease. In addition, as used in this Paragraph 13, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor.

(c) Collection of Rent. If, upon written consent of Landlord this Lease is assigned or if the Premises is sublet (whether in whole or in part), or in the event of the mortgage, pledge or hypothecation of Tenant's leasehold interest, or grant of any concession or license related to the Premises, or if the Premises is occupied in whole or in part by anyone other than Tenant, then upon a breach by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to

whom the leasehold interest was hypothecated, concessionee, licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties or obligations hereunder.

14. DEFAULT. This Lease and Tenant's right to possession of the Premises are made subject to and conditioned upon Tenant performing all of the covenants and obligations to be performed by Tenant hereunder, at the times and pursuant to terms and conditions set forth herein.

(a) Tenant shall be in default under this Lease in any of the following instances (each referred to as a "Default");

(i) Tenant fails to pay Rent or any other charge when the same is due;

(ii) Tenant makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy which is not dismissed within sixty (60) days from the date of filing thereof, has a receiver, trustee, or liquidator appointed over a substantial portion of its property, or is adjudicated insolvent;

(iii) Tenant fails to comply with the Permitted Use provisions as set forth in Paragraph 3 of this Lease and such failure continues for a period of fifteen (15) days after receipt of written notice from Landlord to Tenant;

(iv) Tenant fails to maintain insurance as required under the Lease and such failure continues for a period of ten (10) days after receipt of written notice from Landlord to Tenant;

(v) Tenant fails to discharge any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises;

(vi) Tenant fails to execute and return to Landlord an estoppel certificate within ten (10) days following Landlord's written request therefor; or

(vii) Tenant fails to comply with or observe any other provision of this Lease and such failure continues for fifteen (15) days after written notice to Tenant or such lesser period of time as otherwise expressly provided in the Lease; provided, however, that if the nature of Tenant's obligation is such that more than fifteen (15) days are required for its performance, Tenant shall not be in default if Tenant commences and diligently pursues to cure such default within the fifteen (15) day period and thereafter diligently prosecutes the same to completion.

In the event of a Default under this Lease by Tenant, Landlord may either terminate this Lease or terminate Tenant's right of possession to the Premises without terminating this Lease. In either event, Landlord shall have the right to dispossess Tenant, or any other person in occupancy, together with their property, and re-enter the Premises.

(b) If Landlord terminates this Lease, Landlord may recover from Tenant the sum of:

(i) All Base Rent and all other amounts accrued hereunder to the date of such termination;

(ii) The cost of reletting the whole or any part of the Premises, including, without limitation, brokerage fees and/or leasing commissions incurred by Landlord, costs of removing and storing Tenant's or any other occupant's property and repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants;

(iii) All reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and

(iv) The excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease, measured from the date of such termination to the expiration date stated in this Lease, over the present value of any net amounts which Landlord establishes it can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

(c) If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to unless otherwise required by law, relet the Premises for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant; provided, however, to the extent required by law, Landlord shall use commercially reasonable efforts to mitigate its damages and relet the Premises upon terms and conditions satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Premises as Landlord deems reasonably necessary or desirable.

(i) If the Premises is not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of Rent reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession and the costs incurred in any attempt by Landlord to relet the Premises.

(ii) If the Premises is relet and a sufficient sum shall not be realized from such reletting (after first deducting therefrom: (A) the unpaid Base Rent and other amounts accrued hereunder at the time of reletting; (B) the cost of recovering possession, including attorneys' fees and costs of suit; (C) all of the costs and expense of repairs, changes, alterations and additions; (D) the expense of such reletting, including without limitation brokerage fees and leasing commissions; and (E) the cost of collection of the rent accruing therefrom) to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

(d) In addition to any other remedy afforded Landlord under this Lease, Tenant hereby grants to Landlord a continuing security interest in all of Tenant's goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property (hereinafter collectively referred to as "Security") situated in, on or about the Premises. In the event Tenant shall be in Default under this Lease, Tenant shall not remove any such Security from the Premises without the prior written consent of Landlord; and Landlord shall have all rights and remedies under the Uniform Commercial Code including, without limitation, the right to sell such Security at public or private sale upon five (5) days prior written notice to Tenant; provided, however, that so long as Florida law requires

a three (3) day notice period, then Landlord's delivery of a notice in accordance with such law shall satisfy the notice provision within this Paragraph 14 and no separate five (5) days' notice is required under this Paragraph 14 of this Lease. The lien hereby created shall be in addition to any statutory lien granted under the laws of the state in which the Property is located.

(e) The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(f) No payment of money by Tenant after the termination of this Lease, service of any notice, commencement of any suit or after final judgment for possession of the Premises, shall reinstate this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required. Tenant shall pay all costs and attorneys' fees incurred by Landlord in enforcing the covenants of this Lease. Should Landlord elect not to exercise its rights in the event of a Default, it shall not be deemed a waiver of such rights as to subsequent Defaults. All of the aforesaid remedies afforded Landlord under this Lease shall be cumulative and nonexclusive of each other and shall be in addition to, and not in lieu of, any right or remedy which may be available to Landlord at law or in equity.

15. RIGHT TO PERFORM TENANT'S OBLIGATIONS AND CURE TENANT'S BREACH.

(a) If Tenant is in breach of any provision of this Lease, other than for the payment of Rent, Landlord may (but shall not be obligated to) cure such breach on behalf of Tenant, at Tenant's sole cost and expense. Further, Landlord may (but shall not be obligated to) perform any obligation of Tenant, without notice to Tenant, should Landlord deem the performance of same to be an emergency or otherwise necessary to comply with Legal Requirements. Any monies expended by Landlord to cure any such breach, or resolve any deemed emergency shall be payable by Tenant as Additional Rent. If Landlord incurs any expense, including reasonable attorneys' fees, in prosecuting and/or defending any action or proceeding by reason of any emergency or breach, Tenant shall reimburse Landlord for same, as Additional Rent, within thirty (30) days following receipt of Landlord's written demand thereof.

16. SURRENDER/HOLDOVER.

(a) Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord in the same condition as received, clean and generally in the condition described on **Exhibit C** attached hereto. Any Tenant-Made Alterations, Trade Fixtures and Tenant's personal property that are not removed by Tenant, as permitted or required herein, shall be deemed abandoned and may be stored, removed, and/or disposed of by Landlord at Tenant's sole cost and expense; and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such items. All obligations of Tenant hereunder not fully performed as of the termination of the Lease shall survive such termination, including, without limitation, indemnity obligations, payment obligations, and obligations concerning the condition and repair of the Premises.

(b) If Tenant retains possession of the Premises after the expiration or earlier termination of the Lease, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all obligations of Tenant under this Lease shall be applicable during such holdover period, except that the Base Rent payable by Tenant during such holdover period

(regardless of whether or not Landlord has consented to such holdover) shall be an amount equal to one hundred fifty percent (150%) of the Base Rent payable during the last full calendar month of the Lease Term prior to any such holdover, computed on a per diem basis during such holdover period. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, unless otherwise agreed in writing, shall be construed as consent for Tenant to retain possession of the Premises.

(c) Tenant is responsible, at its sole cost and expense, for removing any person or entity, authorized or unauthorized by Tenant, from the Premises who may have been on the Premises prior to the expiration or earlier termination of the Lease and continues to occupy any portion of the Premises thereafter. Failure to remove such person or entity from the Premises upon the expiration or earlier termination of the Lease constitutes a holdover and Tenant is authorized to act as Landlord's agent for the limited purpose of removal of such occupant, even if such removal occurs after the expiration or earlier termination of the Lease.

17. HOLD HARMLESS AND INDEMNIFICATION. Tenant hereby indemnifies, defends, and holds Landlord and Landlord Parties (hereinafter defined) harmless from and against any and all Losses (hereinafter defined) arising from or in connection with any or all of: (i) the conduct of Tenant's business on the Property or the Premises or any business therein, or any work or Tenant-Made Alterations done, or any condition created, by any or all of Tenant, its affiliates, parents, subsidiaries, and their respective trustees, directors, shareholders, partners, members, managers, venturers, officers, employees, agents, invitees, assignees, sublessees, contractors, or representatives (collectively, "Tenant Parties") during the Lease Term or during any period of time prior to or after the Commencement Date that Tenant has possession of, or is given access to, the Premises; (ii) any act, omission, or negligence of any or all of Tenant and Tenant Parties; (iii) any accident, injury, or damage whatsoever occurring in, at, or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant Parties; (iv) Tenant's failure to comply with any federal, state or local law, including but not limited to the Americans With Disabilities Act; (v) any damage to the Property or Premises caused by any or all of Tenant and Tenant Parties; (vi) any failure of Tenant to obtain and/or maintain necessary building permits, zoning usage requirements, certificates of occupancy, certificates of use, and business tax receipts; and (vii) any and all life safety and/or fire violations at the Premises. Tenant also indemnifies, defends, and holds the Landlord Parties harmless from and against any and all Losses arising from or in connection with any or all of: (a) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (b) the creation or existence of any Hazardous Materials in, at, on or under the Premises or the Property, if and to the extent brought to the Premises or the Property by Tenant or Tenant Parties or caused by any or all of Tenant or Tenant Parties; and (c) any violation or alleged violation by any or all of Tenant and Tenant Parties of any Legal Requirement. The obligations of Tenant in the two prior sentences are referred to collectively as "Tenant's Indemnified Matters." In case any action or proceeding is brought against any or all of the Landlord Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages, penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs, and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal, and restoration that are in any way related to any matter covered by the foregoing indemnity. The terms of this Paragraph 17 shall survive the expiration or earlier termination of this Lease. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

18. CONDEMNATION/SALE OF PREMISES, BUILDING, LAND OR PROPERTY.

If the whole or any material part of the Property or the Premises shall be taken in condemnation, or transferred by agreement in lieu of condemnation, which in Tenant's reasonable judgment, materially and adversely affects Tenant's Permitted Use of the Premises, or in Landlord's reasonable judgment, materially interferes with or impairs its ownership or operation of the Property, then either Tenant or Landlord may terminate this Lease by serving the other party with written notice of same, effective as of the taking date. If neither Tenant nor Landlord elects to terminate this Lease as aforesaid, then this Lease shall terminate on the taking date only as to that portion of the Premises so taken, and the Rent and other charges payable by Tenant shall be reduced proportionally. Landlord shall be entitled to, and Tenant hereby assigns to Landlord any interests it might have in, the entire condemnation award for all realty and improvements and the value of Tenant's leasehold interest. Tenant shall, to the extent available from the condemning authority and separately awarded to Tenant but only to the extent that same shall not diminish Landlord's award, be entitled to an award for Tenant-Made Alterations, Trade Fixtures, Tenant's personal property, and reasonable moving expenses only, provided Tenant independently petitions the condemning authority for same. Notwithstanding the aforesaid, if any condemnation only takes a portion of the parking area, this Lease shall continue in full force and effect without modification.

In the event Landlord enters into a contract for the sale, conveyance, or transfer of the Premises, Building, Land and/or Property, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant.

19. INSURANCE.

(a) Landlord may, but is not obligated to, maintain "all risk" insurance and additional coverages as it may deem necessary. Tenant shall not do anything that would make void or voidable any insurance on the Premises or Property.

(b). Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(A) All risk property insurance, naming Tenant and Landlord as insured parties, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is responsible under Law, including, without limitation, its directors, officers, agents and employees, and (except with respect to Tenant's chattels) incorporating a standard Florida mortgagee endorsement (without contribution). Such insurance shall insure (i) property of every kind owned by Tenant, or for which Tenant is legally liable, or installed by or on behalf of Tenant, located on or in the Premises, including, without limitation, leasehold improvements, in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually; (ii) twelve (12) months direct or indirect loss of earnings including prevention of access to the Premises; and (iii) for damages to the Property or Premises caused by water and/or leakage; and (iv) for damages to the Property or Premises of any kind. Such policy or policies, except with respect to Tenant's chattels and loss of earnings insurance, shall provide that loss thereon shall be adjusted and payable to Landlord, with the proceeds to be held in trust to be used for repair and replacement of the property so insured. Tenant shall insure, unless waived by Landlord: all stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, structures, fixtures, finishes and anything in the nature of leasehold improvements, with coverage against the perils of fire and such other risks as are, from time to time, included in standard extended coverage endorsements, including, without limitation, vandalism, malicious mischief, chemical or substance exposure, forklift usage, vehicle usage, sprinkler leakage, hurricane, flood and collapse and special broad form coverages in the locality in which the Premises is located.

(B) Comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all Leasehold Improvements and all boilers, air conditioning equipment, miscellaneous electrical apparatus, boilers and other pressure vessels or systems, whether fired or unfired, owned, operated or installed by Tenant or by others on behalf of Tenant in the Premises, or relating to, or serving the Premises.

(C) Plate glass insurance, covering all plate glass in the Premises, shall be obtained to insure against any loss, damage or fracture, unless waived by Landlord.

(D) Broad form comprehensive general liability insurance. Such policy shall contain inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence, provide for cross liability, and include Landlord as a named insured (The coverage may be bifurcated with an excess policy). The policy shall also contain a personal injury endorsement covering claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, without exclusion of coverage for claims of personal injury brought by employees, agents or contractors of an insured.

(E) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(F) All risks tenants legal liability insurance for the actual cash value of the Premises, including loss of use thereof.

(G) Comprehensive automobile liability insurance including contractual liability, covering all licensed vehicles operated by or on behalf of Tenant, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(H) Renter's insurance to cover all of Tenant's personal property, merchandise, possessions, and Trade Fixtures, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(I) Business interruption insurance, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(J) Any other form of insurance which Tenant or Landlord, acting reasonably, shall require from time to time, in form, in amounts and for risks against which a prudent tenant would insure.

All policies referred to in Section 19(b) shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) issued by insurers with general policy holder's rating of not less than "A" or better and financial size of XII or better, as rated in the most current and available "Best's Key Rating Guide;" (iii) be in a form reasonably satisfactory to Landlord; (iv) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord; and (v) contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation or termination. Certificates of insurance on the Landlord's standard form or copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. If (a) Tenant fails to take out or to keep in force any insurance referred to in this Section or should any such insurance not be approved by Landlord, and (b) Tenant does not commence and continue to diligently cure such default

within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be Additional Rent, immediately owing and payable by Tenant to Landlord, without prejudice to any other rights or remedies of Landlord under this Lease.

(c) Increase in Insurance Premiums. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises. Tenant will comply promptly with the requirements of any insurer pertaining to the Premises. If (a) the conduct of business in the Premises, or (b) any acts or omissions of Tenant in the Premises, shall cause or result in any increase in premiums for the insurance carried from time to time by Landlord with respect to the Premises, whether or not Landlord allows such act or omission to continue, Tenant shall pay any such increase in premium. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate.

(d) Cancellation of Insurance. If any insurance policy upon the Premises shall be canceled or shall be threatened by the insurer to be canceled or the coverage thereunder reduced in any way by the insurer by reason of the use of the Premises by Tenant or any assignee or subtenant of Tenant, or by anyone permitted by Tenant to be upon the Premises, and if Tenant fails to remedy such condition with forty-eight (48) hours after notice thereof by Landlord, Tenant shall be deemed to have committed a material default of this Lease. In such an event, in addition to any other remedies available to Landlord, Landlord may enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and Tenant shall pay the cost of such remedy to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises as a result of any such entry.

(e) Loss or Damage. Landlord shall not be liable for any death or injury due to, caused by, or arising out of any occurrence in, upon, or in any fashion relating to the Premises or damage to property of Tenant or of others located on the Premises or for any loss of or damage to any property of Tenant or others from any cause. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, structural components, mechanical, electrical, plumbing, shifting or collapsing soil or sub-soil conditions, including sinkholes, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leakage from any part of the Premises or adjacent structures, as well as roof, walls, doors, curbs, ramps, concrete, asphalt, grass, lake, rocks, surfaces, ground and sewer drains, manhole covers, meters and meter covers, loose dumpsters or debris, ladders, gates, fences, mechanical, electrical, plumbing, or utilities systems and equipment, fixtures, finishes, windows or subsurface of any floor or ceiling of the Premises or from the street or any other place or by dampness or by any other cause whatsoever, including ultra-hazardous activities. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only. Tenant shall save all others, including Landlord harmless from and against any claims or liability arising out of any damage to all of the foregoing, including, without limitation, any subrogation claims by Tenant's insurers. Tenant covenants with Landlord that Tenant shall not bring or abet any claim or action based on any item for which Tenant has above agreed Landlord shall not be responsible or liable.

(f) Anything in this Lease to the contrary notwithstanding, Tenant waives any and all rights of recovery, claim, action or cause of action against Landlord, its owners, agents, officers, directors, or employees for any loss or damage that may occur at or to the Premises, Building, Property any improvements thereto, or any personal property of Tenant, or to any individuals on the Premises, by reason of fire, the elements or any other cause to the extent compensable under insurance coverages in effect, regardless of cause or origin, including negligence of Landlord, its owners, agents, officers, directors, or employees, and covenant that no insurer shall hold any rights of subrogation against Landlord.

(g) Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises.

(h) **To the extent allowed by Florida law,** Tenant hereby agrees to indemnify, defend, and hold harmless Landlord and its directors, officers, agents and employees from and against any and all suits, actions, legal proceedings, liabilities, claims, demands, damages, costs, expenses, attorneys' fees (collectively the "Claims"), and from all expenses in defending Claims, including without limitation, court costs, attorneys' fees at all judicial levels, the amounts of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person or entity and/or resulting from injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with, or arising out of the use of the Premises by Tenant, its directors, officers, agents, employees, customers, servants, invitees, visitors, or any other person whomsoever and/or any failure of Tenant in any respect to comply with any of the requirements or provisions of this Lease, and/or the acts or omissions of Tenant or its directors, officers, agents, employees, customers, servants, invitees, visitors and/or by any contractor, its agents or employees, and/or by any sub lessee, its agents, employees and customers, and/or by Landlord, its agents or employees. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

20. MORTGAGES. This Lease and Tenant's rights hereunder, are hereby made expressly subject and subordinate to any and all security agreements, mortgages, ground or underlying leases, or like instruments resulting from any financing or refinancing affecting the Premises or Building (or any portion thereof) which are currently in existence or which may hereafter be created by Landlord, or its successors or assigns, including any and all extensions and renewals, substitutions, and amendments thereof, and to any and all advances made or to be made under same (collectively the "Mortgage"). This provision shall be self-operative without the execution of any further instruments. Tenant agrees to execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the foregoing subordination. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument which appointment shall be deemed coupled with an interest and irrevocable. Tenant further agrees to make such reasonable modifications to this Lease as may be requested by the holder of any such Mortgage (the "Mortgagee"). Tenant agrees that in the event of any act or omission by Landlord which could constitute a default by Landlord or give Tenant the right to terminate this Lease or claim a partial eviction, Tenant shall not exercise any such right until (i) Tenant notifies Landlord in writing of such default and Landlord fails to cure such default within sixty (60) days of such notice, or if such default cannot reasonably be cured within such sixty (60) days, then within a reasonable time thereafter; and (ii) until every holder of any Mortgage is notified in writing of such default and fails to commence to cure such default within sixty (60) days after all of Landlord's periods to cure such default have expired. Tenant further agrees to execute any non-disturbance and/or attornment agreement requested by any mortgagee and/or ground lessor.

Without limitation of any other provision of this Section, Tenant acknowledges that the proceeds of casualty loss or condemnation shall be used or distributed in the manner required by the Mortgage.

21. Intentionally deleted.

22. LIENS.

(a) Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of Landlord. Tenant shall not allow any liens to be filed against the Premises or the Property, (including but not limited to liens from Tenant, contractors, vendors, workers, product and service providers of any kind) and Tenant shall keep the Premises and the Property free and clear of any mechanic's and materialman's liens arising in connection with any repair or alteration to the Premises performed by Tenant or its contractors. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the Premises or the Property, Tenant shall remove or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days, Landlord shall have the absolute right to remove said Encumbrance by whatever measures Landlord shall deem necessary including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Landlord, as Additional Rent, all costs expended by Landlord, including reasonable attorneys' fees, in removing said Encumbrance. **To the extent allowed by law,** Tenant shall indemnify, defend and hold harmless Landlord and Landlord Parties from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or Tenant Parties or on behalf of Tenant or Tenant Parties in the Premises or the Property. Tenant's indemnification contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

(b) Tenant shall not have any authority to create any lien for labor or material on the Landlord's interest in the Premises and all persons contracting with Tenant for the construction or removal of any of the facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(c) In accordance with Florida Statutes § 713.10, Landlord shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility substantially in the form of **Exhibit F** attached hereto, and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises, give Landlord not less than three (3) business days' written notice under the circumstances of Tenant's intention to commence said work.

23. NOTICES. All notices required to be given under this Lease shall be in writing and shall be deemed to have been received (i) upon delivery if delivered by hand, (ii) one day after deposit with a nationally-recognized overnight courier service, or (iii) three business days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested. All notices shall be addressed to the parties hereto at their respective addresses set forth in Items 3 and 5 of the Basic Lease

Provisions/Definitions. If any notice is refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed to have been received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address. Either party may designate a different notice address by giving notice of same to the other party in accordance with this Paragraph.

24. PARKING. Tenant shall be entitled to park in common with other tenants of the Property in those areas designated for non-reserved parking. Landlord reserves the right, in its sole discretion, to remove from the Premises any person who is causing a nuisance, violating any law, or violating a rule set forth herein. Tenant shall be responsible for all vehicles owned, rented or used by Tenant and/or Tenant Parties in or about the Property. Tenant shall not park or store any motor vehicles within the Premises. Landlord reserves the right to update the rules and regulations set forth on **Exhibit D** from time to time to include uniform rules and regulations for the loading and unloading of trucks upon the Property, which rules may include the right to designate specific parking spaces for tenants' use. Vehicles must not block or obstruct driveway areas, must not be parked in areas prohibited by law or by Landlord, and must not be parked in front of other tenant's storefront areas. Upon request by Landlord, Tenant shall move its trucks and vehicles if, in Landlord's reasonable opinion, said vehicles are in violation of any of the above restrictions. Vehicles parked in violation of this section, and unauthorized vehicles, will be towed at vehicle owner expense.

25. LANDLORD DEFAULT/LIMITATION OF LIABILITY.

(a) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform such obligations within ninety (90) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than ninety (90) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the ninety (90) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

(b) The term "Landlord" in this Lease shall mean only the then current owner of the Property; and in the event of a sale or conveyance by such owner of its interest in the Property, such owner shall be released from any and all liability under this Lease thereafter accruing. If the Security Deposit has been made by Tenant prior to such sale or conveyance, Landlord shall transfer the Security Deposit to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(c) Any liability of Landlord shall be limited solely to Landlord's interest in the Property, and in no event shall any personal liability be asserted against any or all of Landlord Parties in connection with this Lease nor shall any recourse be had to any other property or assets of any or all of Landlord Parties.

(d) **WAIVER OF PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES:** Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief; Tenant hereby waiving and agreeing that Tenant shall have no other remedies on account of any breach or default by Landlord under this Lease including, without limitation, any offset rights (other than as expressly provided for herein). **UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LANDLORD EVER BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, OR**

INCIDENTAL DAMAGES OR LOSSES, WHETHER ANY SUCH CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES WAS KNOWN TO LANDLORD; AND TENANT, ON BEHALF OF ITSELF AND ITS RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS, WAIVES ANY RIGHTS IT MAY HAVE TO SUCH DAMAGES UNDER THIS LEASE IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD UNDER THIS LEASE.

(e) **Negation of Personal Liability.** Notwithstanding anything to the contrary herein contained, Tenant agrees that (i) Landlord (and, in case Landlord is a joint venture, partnership, tenancy in common, association or other form of joint ownership, the partners, members and employees of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership) shall have absolutely no personal liability with respect to any of the provisions of this Lease, or any obligation or liability arising therefrom or in connection therewith; (ii) Tenant shall look solely to Landlord's equity in the Property for the satisfaction of any remedies of Tenant against Landlord including, without limitation, the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Property and no other assets of Landlord or any principal or partner of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This exculpation of liability shall be absolute and without exception whatsoever. This section shall inure to the benefit of Landlord's successors and assigns and their respective principals.

26. ESTOPPEL CERTIFICATES. Within ten (10) days following Landlord's written request, Tenant shall execute and return to Landlord a statement in writing certifying, to the extent true (and if not true providing a description of same): (a) this Lease is unmodified and in full force and effect; (b) Tenant has no defenses, offsets or counterclaims against its obligations to pay any Rent or to perform any other covenants under this Lease; (c) there are no uncured Defaults of Landlord or Tenant; (d) the dates to which the Rent and other charges have been paid; and (e) any other information reasonably requested by Landlord. Tenant's obligation to furnish each estoppel certificate within such 10-day period is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate. Tenant hereby irrevocably appoints Landlord as its attorney in fact to execute on its behalf and in its name any such estoppel certificate if Tenant fails to execute and deliver the estoppel certificate within such 10-day period.

27. RULES AND REGULATIONS. Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations covering use of the Premises and the Property. The current rules and regulations are attached hereto on **Exhibit D**, which Landlord may revise from time to time in Landlord's sole and absolute discretion. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Property. In the event of any conflict between such rules and regulations and other provisions of this Lease, the provisions of this Lease shall control.

28. HAZARDOUS MATERIALS. Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, and except for de minimis quantities of gas, propane, fluids, or oil used in Tenant's equipment or forklifts and minimal use of ink and solvents as part of Tenant's normal business operations (collectively, "Permitted Materials"), Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in, on or about the Property by Tenant and/or Tenant Parties, without the

prior written consent of Landlord. Landlord shall be entitled to take into account any factors or facts as Landlord may determine to be relevant to determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks in, on or about the Property. Tenant shall at all times comply with all applicable Legal Requirements relating to Hazardous Materials generated, brought upon, used, stored, treated or disposed of in, on or about the Premises and Property. Tenant, at Tenant's sole cost and expense, shall remediate in a manner satisfactory to Landlord any Hazardous Materials released in, on or about the Property by Tenant and/or Tenant Parties. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. As defined in any applicable laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant and/or Tenant Parties, the wastes, by-products or residues generated, resulting or produced therefrom. As used in the Lease, the term "Hazardous Materials" includes Permitted Materials and also means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material, waste or related materials, including any substances defined as or included in the definition of "hazardous substance", "hazardous wastes," "hazardous material", or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Each of the covenants and agreements of Tenant set forth in this Paragraph shall survive the expiration or earlier termination of this Lease.

Tenant's Responsibilities: At its own expense Tenant will procure, maintain in affect and comply with all conditions of any and all permits licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises or Building by Tenant its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substance brought upon the Premises by Tenant to be removed from the Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant will in all respects handle, treat, deal with and manage any and all Hazardous Substances in on under or about the Premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of the Lease, Tenant will cause all Hazardous Substances placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and in compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substance in or about the Premises or Building nor enter in to any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Substance in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

Indemnification: If the Premises or the Building become contaminated in any manner or otherwise become affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify Landlord of the release or discharge of the Hazardous Substance and Tenant shall, **to the extent allowed by law**, indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation, a decrease in value of the Building or the Premises, damages caused by loss

or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space and any and all sums paid for settlement of claims, attorneys fees, and expert fees) arising during or after the term of this Lease and arising as a result of such contamination, release or discharge. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.** This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by federal, state or local agency or political subdivision. The provisions of this paragraph shall survive the termination of the Lease.

29. BROKERAGE. Landlord and Tenant each warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only those referred to in Items 22 of the Basic Lease Provisions/Definitions (“Brokers”), and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant each hereby agree to indemnify, defend and hold the other harmless from and against all claims for any brokerage commissions, finders’ fees, or similar payments by any persons other than those Brokers listed above and all costs, expenses, and liabilities incurred in connection with such claims, including reasonable attorneys’ fees and costs.

30. SECURITY SERVICE. Tenant acknowledges and agrees that, while Landlord may patrol the Property, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

31. FORCE MAJEURE. Except for Tenant’s obligations to pay Rent, in the event any obligation to be performed by either Landlord or Tenant is prevented or delayed due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, or other causes beyond the reasonable control of such party (each or collectively referred to herein as “Force Majeure”), the party liable to perform such obligation shall be excused from performing same for a period of time equal to any aforesaid delay.

31.1 Epidemics and Pandemics.

Notwithstanding anything contained herein to the contrary, Tenant waives any and all claims and/or defenses excusing Tenant’s non-performance under the Lease, including, but not limited to, the doctrines of constructive eviction, casualty, mitigation, impossibility, frustration of purpose, and/or force majeure in connection with any epidemics and/or pandemics and any government regulations or orders in connection therewith. In accordance therewith, in the event of such epidemic/pandemic which results in governmental mandatory shutdown of the Tenant’s business (the “Shutdown Period”), Landlord shall, at its sole and absolute discretion, enter into a forbearance agreement with Tenant (the “Forbearance Agreement”) to assist Tenant in such Shutdown Period in a form and with terms and conditions reasonably acceptable to Landlord. Such Forbearance Agreement may include, but not be limited to the following financial terms:

i. Tenant shall apply for any and all aid offered by the government (or through banks working with the government or government entity) in connection with such Shutdown Period. Tenant shall also file a business interruption claim with their insurance company as set forth herein. Tenant shall provide Landlord with copies of all applications and related documents as same are submitted for assistance.

ii. Tenant shall be permitted to a deferred payment in the sum of fifty (50%) percent of the Base Rent plus sales tax (the "Deferred Payment") during the Shutdown Period.

iii. Tenant and Landlord shall cooperatively act in good faith to establish the commercially reasonable payment schedule for Tenant's payment of the balance of the Deferred Payment to the Landlord.

iv. Landlord and Tenant shall work cooperatively and in good faith to address any differing requirements occurring due to the uniqueness of the epidemic/pandemic.

All other terms and conditions contained in the Lease not amended and modified in any Forbearance Agreement shall remain in full force and effect.

32. MISCELLANEOUS.

(a) All exhibits attached hereto are hereby incorporated into this Lease and made a part hereof.

(b) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though both words were used in each separate instance.

(c) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(d) Neither this Lease, nor any memorandum thereof, shall be recorded in any public records by Tenant without the prior written consent of Landlord.

(e) The paragraph headings appearing in this Lease are inserted only as a matter of convenience, and in no way define or limit the scope of any paragraph.

(f) Submission of this Lease shall not be deemed to be an offer, an acceptance or a reservation of the Premises and Landlord shall not be bound hereby until Landlord has delivered to Tenant, or to Tenant's designated agent a fully executed copy of this Lease, signed by both of the parties in the spaces herein provided.

(g) All of the terms of this Lease shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(h) This Lease and the parties' respective rights hereunder shall be governed by the laws of the State of Florida. In the event of litigation, suit shall be brought exclusively in the County of Broward Florida. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY ON ANY ISSUE INVOLVING THIS LEASE.

(i) In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, at both the trial court and appellate court levels, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action.

(j) No waiver by Landlord of any provision or breach of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant requiring consent. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord. No endorsement or statement on any check or payment, or on any letter accompanying any check or payment, shall be deemed an accord and satisfaction; and Landlord may accept any check or payment without prejudice to Landlord's right to recover any additional amount due or to pursue any other remedy in this Lease.

(k) In the event any provision of this Lease is invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

(l) In addition to all other amounts due in this Lease, any amount not paid by Tenant within five (5) days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the rate of 1-1/2% per month (18% per annum) or the maximum permitted by law. It is expressly the intent of Landlord and Tenant at all times to comply with applicable Legal Requirements governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable Legal Requirements are ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable Legal Requirements, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(m) Time is of the essence of this Lease and each and all of its provisions.

(n) Tenant hereby covenants and warrants that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in the state in which the Property is located, that the Tenant has full right and authority to enter into this Lease pursuant to the terms of its formation and that each person signing on behalf of Tenant is authorized to do so. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates, and opinions of counsel. If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm, or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(o) This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

(p) This Lease may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by e-mail or facsimile and, upon receipt, shall be deemed originals and

binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by e-mail or facsimile, the parties will use best efforts to deliver originals as promptly as possible after execution.

33. PATRIOT ACT COMPLIANCE. Tenant represents to Landlord that Tenant is not a person or entity described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities or any forbidden entity. A “forbidden entity” is defined as (a) the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan (each, a “Prohibited Country”) and any of their agencies, including but not limited to, political units and subdivisions (each, a “Prohibited Government”); (b) any company that (i) is wholly or partially managed or controlled by a Prohibited Government, (ii) is established, organized under or whose principal place of business is in any Prohibited Country, (iii) has failed to submit an affidavit following request therefor averring that it does not own or control any property or asset in and has not and does not transact business with any Prohibited Country; and (c) to Tenant’s knowledge, any publicly traded company identified by an independent researcher specializing in global security as (i) owning or controlling property or assets or having employees or facilities located in, (ii) providing goods or services to or obtaining goods or services from, (iii) having distribution agreements with, issuing credits or loans to or purchasing bonds or commercial paper issued by, or (iv) investing in any Prohibited Country or any company domiciled in any Prohibited Country. For purposes of this Paragraph, a “company” is any entity whether publicly traded or privately owned capable of affecting commerce, including but not limited to, a government, government agency, natural person, legal person, sole proprietorship, partnership, firm, corporation, subsidiary, affiliate, franchisor, franchisee, joint venture, trade association, financial institution, utility, public franchise, provider of financial services, trust, or enterprise and any association thereof.

34. RADON GAS. As required by §404.056, Florida Statutes, the following notification is made regarding radon gas: RADON GAS is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

35. TRANSFERABILITY BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder without the Tenant’s consent, and upon such transfer or assignment, the Landlord named herein shall be released from all subsequent obligations or liabilities hereunder, Landlord’s successor in interest shall become the new Landlord hereunder and responsible to Tenant for all obligations of Landlord, and Tenant shall attorn to such successor in interest and recognize such successor in interest as the Landlord under this Lease.

36. AMENDMENT OF LEASE. Except as otherwise expressly set forth in this Lease, this Lease may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought. This Lease and any exhibits contain the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set forth herein. Notwithstanding anything contained in this Lease to the contrary, Landlord may, at its sole discretion, implement and/or amend rules and regulations.

37. AUTHORITY. Tenant is duly authorized qualified to do business in the state in which the Premises are located, and Tenant has full right and authority to enter into this Lease, and each of the persons signing on Tenant's behalf are authorized to do so. In addition, Tenant warrants that it is not necessary for any other person, firm, corporation, or entity to join in the execution of this Lease to make the Tenant's execution complete, appropriate and binding.

38. BINDING EFFECT. Submission of this instrument for examination does not constitute a reservation of or option for the Premises nor an offer to rent the same. The instrument becomes effective as a Lease only upon execution and delivery of both Landlord and Tenant.

39. CONCLUSIVENESS OF LANDLORD'S BILLING. If Tenant has any objection to or dispute with any billing or invoicing by the Landlord under or pursuant to this Lease, Tenant shall object in writing to the Landlord within 15 days from the date of the invoice. In the event Tenant fails to so object in writing to any invoice from the Landlord, the parties agree that it shall be conclusively presumed that such billing is accurate in all respects that Tenant has no defenses to the payment of such invoice, and that Tenant is fully liable for the payment of the invoice. Nothing contained herein shall excuse Tenant from timely paying its Rent obligations.

40. INTERPRETATION. The captions, sections, clauses, article numbers, section numbers and table of contents, if any, of this Lease are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision thereof. The parties hereto intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. If there is more than one Tenant, the obligations and liabilities hereunder imposed upon Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto and their permitted assigns, although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. All charges due from Tenant to Landlord hereunder, including, without limitation, any charges against Tenant by Landlord for services or work done on the Premises by order of Tenant shall be deemed additional rent, shall be included in any lien for rent, and shall be paid (including sales tax) without setoff or defense of any kind. This Lease has been fully negotiated and reviewed by the parties and their counsel and is the work product of both Landlord and Tenant; it shall not be more strictly construed against either party. Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord and initialed by the Parties hereto. In the event of variation or discrepancy, the Landlord's duplicate shall control. This Lease and the exhibits, schedules, addenda, riders, and guaranty, if any, attached hereto are incorporated herein and set forth the entire agreement between the Landlord and Tenant concerning the Premises and Property and there are no other agreements or understandings between them. This Lease and its exhibits, schedules, addenda, riders, and guaranty, if any, may not be modified except by agreement in writing executed by the Landlord and Tenant. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes the Landlord a partner of the Tenant or a joint venturer or member of a common enterprise with the Tenant.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

EXECUTED as of the day and year first above written.

WITNESSES:

LANDLORD: I-95 REALTY, INC.

Name: _____

Name: _____

By: _____
Name: Michael V. Smith
Title: President

WITNESSES:

TENANT: Town of Pembroke Park

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
PREMISES

2722 South Park Road, Pembroke Park, Florida, 33009

Located at Lakeside Business Park

EXHIBIT B
LEGAL DESCRIPTION OF LAND

Property Folio ID Number: 5142 29 06 0040

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 158 TO POB,W 255.92,N 70, E 255.94,S 70 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING C

Property Folio ID Number: 5142 29 06 0020

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS,COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25 TO POB,W 92.15, N 283.61,E 73.98,N 20,E 30.05, S 8.10,SW 100,S 192 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING A

Property Folio ID Number: 5142 29 06 0030

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61 TO POB,ELY 73.98,N 70,W 231.98, S 70,ELY 158 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING B

Property Folio ID Number: 5142 29 06 0050

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 413.92 TO POB,N 70,W 111.94, S 376,E 112.01,N 306 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0070

LAKESIDE COMMERCIAL PARK 136-27 PT OF PARCEL "A" DESC AS BEG AT SE COR OF PAR A,NLY ALG E/L FOR 100,WLY 12,NLY 1,WLY 140,WLY 202.65,WLY 164.55, SLY 14.87,WLY 112.01,SLY 98.14 TO SW COR PAR A,ELY 630.28 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING E

Property Folio ID Number: 5142 29 06 0080

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12,E 30 TO POB,CONT E 86,N 117,NW 71.79,W 31, S 163.13 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING F

Property Folio ID Number: 5142 29 06 0060

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12 TO POB,CONT N 243.13,E 30,S 243.13,W 30 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0010

LAKESIDE COMMERCIAL PARK 136-27 B PARCEL "A" LESS PTS DESC AS BUILDINGS A,B,C,D,E & F & LESS PT DESC AS LIFT STATION

EXHIBIT C
MOVE-OUT CONDITIONS

Notwithstanding anything to the contrary in this Lease, Tenant is obligated to check and address prior to move-out of the Premises the following items. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order, including, without limitation, replacement of bulbs, ballasts and lenses, as needed.
2. All loading doors and dock levelers should be serviced and placed in good operating order. This would include the necessary replacement of any dented loading door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match the Building standard.
3. HVAC and all HVAC equipment and systems should be placed in good working order and undamaged, including the necessary replacement of any parts to return HVAC to a well-maintained condition. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition of HVAC.
4. All holes in the sheetrock walls and ceilings should be repaired prior to move-out, and all striping and markings on floor should be removed.
5. All flooring and tiles should be in a clean condition and should not have any holes, chips, scratches, or damages in them.
6. The Premises should be returned in a clean condition, which would include cleaning of the kitchenette, restroom areas, windows, doors and all other portions and areas of the Premises.
7. The warehouse area of the Premises should be in clean condition with all inventory and racking removed. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
8. All windows with cracks or breakage should be replaced.
9. Tenant shall provide to Landlord the keys for all locks on the Premises, including front doors, rear doors, and interior doors.
10. Except as otherwise agreed to in writing, it is expressly agreed that any and all telephonic, coaxial, ethernet, or other computer, word-processing, facsimile, cabling, or electronic wiring installed by Tenant in, on or about the Premises (hereafter, "Wiring") shall be removed in its entirety, at Tenant's sole cost and expense, at the expiration of the Lease Term and Tenant shall be responsible for any and all damages to the Premises caused by such removal.
11. All electrical systems and electrical fixtures should be left in a safe and undamaged condition that conforms to applicable Legal Requirements.
12. All plumbing and plumbing fixtures should be undamaged and in good working order, including the water heater. Faucets, showers and toilets should not leak.
13. All dock bumpers must be left in place and well secured.
14. The entire Premises and overall Property, including but not limited to all structural elements, and all mechanical, electrical and plumbing features, must be left undamaged, in good working order, and in a clean condition.

Notwithstanding the foregoing and except as otherwise set forth in this Lease, Tenant agrees to surrender the Premises to Landlord in the condition as set forth in the Lease, it being the express intent of the parties that Tenant shall not be obligated to return the Premises in better condition than exists as of the Commencement Date of the Lease.

EXHIBIT D
RULES AND REGULATIONS

Tenant agrees to comply with the following rules and regulations, as the same may be modified from time to time. Tenant will not, without Landlord's prior written consent:

1. Use any picture or likeness of the Property in any notices or advertisements.
2. Install any satellite dish connections.
3. Install or operate any steam or internal combustion engine, boiler, machinery, or carry on any mechanical business in, on, or about the Premises, except for Tenant's forklifts or Trade Fixtures which are a part of Tenant's normal business operations.
4. Use any fuel source in, on, or about the Premises other than the fuel source(s) provided by Landlord, except for propane, gas or oils used in Tenant's forklifts or equipment as permitted under Paragraph 30 of the Lease.
5. Permit in, on or about the Premises any animals other than service animals; create any interference with the operation of any equipment or radio or television broadcasting/reception from in, on or about the Property.
6. Obstruct any sidewalks, loading areas, driveways, unauthorized parking areas, stairways, doorways, corridors and other common areas or use the same for any purpose other than for ingress and egress.
7. Install any window treatments other than existing treatments or otherwise obstruct the windows of the Premises.
8. Leave doors and/or windows unlocked after business hours which enter upon any common areas of the Property; and Tenant shall be liable for all damages sustained by Landlord or other tenants within the Property resulting from Tenant's breach or carelessness in this respect.
9. Any person(s) who shall be employed by Tenant for the purpose of maintaining, servicing, repairing or improving, or cleaning the Premises shall be employed at Tenant's sole cost and expense. **To the extent allowed by law**, Tenant shall indemnify and hold Landlord harmless from all losses, claims, liability, damages, and expenses for any injury to person or damage to property of Tenant, or third persons, caused by Tenant's contractors, vendors, workers, partners, customers, or visitors. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**
10. Tenant shall not canvass or solicit business, or allow any employee of Tenant to canvass or solicit business, from other tenants at the Property, unless the same is within the scope of Tenant's normal business.
11. Landlord reserves the right to place into effect a "no smoking" policy within all or selected portions of the common areas of the Property, including any exterior or interior areas of the Premises or Property, wherein Tenant, its agents, employees, and invitees shall not be allowed to smoke. Tenant shall not be allowed to smoke in any common or leased areas; nor shall Tenant dispose of any smoking material including, without limitation, matches, ashes, and cigarette butts on the floors of the Property, about the grounds of the Property or in any receptacle other than a specifically designated receptacle for smoking.

EXHIBIT E
INSURANCE REQUIREMENTS FOR CONTRACTORS

All contractors performing work in, on or about the Property at the request of, or on behalf of, the Tenant shall, at a minimum, carry and maintain insurance at all times in accordance with the standards and requirements set forth in this **Exhibit**.

1. Required Coverages.

(a) **Workers Compensation; Commercial General Liability; Automobile Liability.** All general contractors and subcontractors shall carry and maintain in force at all times relevant to this Lease:

(i) Workers compensation insurance covering all of its employees, which insurance shall include the following:

(A) Coverage A – statutory amount; and

(B) Coverage B – employers' liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee;

(ii) Commercial general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, to apply on a per project basis, including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, premises operations, independent contractors and contractual liability; and

(iii) Automobile liability insurance covering all owned, non-owned and hired vehicles with a combined single limit not less than \$1,000,000 per accident.

(b) **Professional Liability.** All general contractors and subcontractors providing design/build services or other professional services with regard to the Property (including, without limitation, architects, design professionals, engineers and environmental consultants) shall carry and maintain professional liability insurance for the activities and services provided by such general contractor or subcontractor, as applicable, with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate (or such higher limits required by Landlord), which professional liability insurance shall be maintained continuously starting on or before commencement of the work and continuing for a period of three years after the date of final payment.

(c) **Property.** All general contractors and subcontractors shall carry and maintain property insurance coverage for tools and equipment brought onto and/or used on the Property by such general contractor or subcontractor, as applicable, in an amount equal to the replacement cost of all such tools and equipment.

(d) **Umbrella/Excess Liability.** General contractors shall carry and maintain umbrella/excess liability insurance with limits not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate (or such other limits required and/or approved by Landlord). Subcontractors performing the following services shall carry and maintain umbrella/excess liability insurance with not less than the following limits (or such other limits required and/or approved by Landlord):

(i) \$5,000,000 per occurrence and \$5,000,000 annual aggregate: Demolition, Roofing/Roof Consultants, Site Excavation and Structural Steel;

(ii) \$3,000,000 per occurrence and \$3,000,000 annual aggregate: Alarm Monitoring/Fire Sprinkler Service, Concrete & Masonry, Drilling, Elevator Service, Fencing, Hazardous Material & Asbestos Removal, HVAC, Mud Jacking, Patrol Services, Power Washing, Propane Gas, Scaffolding and Welding; and

(iii) \$1,000,000 per occurrence and \$1,000,000 annual aggregate: asphalt/driveway, cable installation, drywall/framing, electrical, fencing, landscaping/irrigation/tree trimming, locksmith, metal cleaning & finishing, moving, overhead and revolving door service, painting (with lift), pest control, plumbing, snow removal, general cleaning and maintenance services, doors, windows, flooring, trim work, insulation, recycling, trash service, patching and sealing, and window cleaning (with roof mounted or mechanized equipment).

Such umbrella/excess liability insurance policies shall follow the form of the primary coverages, be in excess of the underlying policies without gaps in limits and provide coverage at least as broad as the underlying policies.

2. **Additional Insured Requirements and Waiver of Subrogation.** The commercial general liability insurance, automobile liability insurance and umbrella/excess liability insurance policies shall name Landlord and Landlord Parties as additional insureds. The workers compensation insurance, commercial general liability insurance, automobile liability insurance and umbrella/excess liability insurance policies shall include a waiver of subrogation in favor of Landlord Parties. If any policy requires an endorsement to provide for waiver of subrogation, the vendor, general contractor or subcontractor, as applicable, shall cause the policy to be so endorsed.

3. **Other Requirements.** All insurance policies maintained by general contractors and subcontractors shall not have deductibles or self-insured retentions that exceed \$25,000 without the prior written approval of Landlord and shall be:

(a) Underwritten by insurance companies lawfully authorized to do business in the jurisdiction in which the Property is located and acceptable to Landlord with a current AM Best rating of A VIII or higher,

(b) Written for not less than the limits specified in this Exhibit or required by law, whichever coverage is greater,

(c) Endorsed to provide that the insurance carrier will send a written notice of cancellation or non-renewal to Landlord at least 30 days prior to any cancellation or non-renewal, and

(d) Primary and non-contributory with any similar insurance maintained by Landlord or Landlord Parties.

The commercial general liability policies and the umbrella/excess liability policies shall be written on an occurrence policy form ("modified occurrence" and "claims made" policies are not acceptable) and shall include explosion, collapse and underground hazard coverage. The products and completed operations coverage in the commercial general liability insurance policy shall be maintained by general contractors and subcontractors for at least three years from final completion and acceptance of

the work by Landlord. Any deficiency in the insurance coverage of any subcontractors shall be the sole responsibility of the general contractor.

4. **Certificates and Endorsements.** To evidence the insurance requirements, prior to commencement of any work, general contractors, subcontractors performing work in excess of \$10,000.00 in the aggregate, and any contractor or subcontractor accessing the roof shall provide certificates of insurance and the following endorsements: (a) additional insured endorsements; (b) 30-day notice of cancellation endorsement; and (c) waiver of subrogation endorsement, if required by policy. Such certificates and endorsements shall be of a form and content satisfactory to Landlord. All certificates of insurance shall include the following statement in the "Description of Operations" section:

"[Insert the full name of Landlord], its affiliates, parent and subsidiaries, and their respective trustees, directors, officers, members, managers, venturers, partners, shareholders, agents, contractors, representatives, property managers, lenders, assignees, affiliates and employees (collectively, "Landlord Parties") are additional insureds for General Liability, Automobile Liability and Umbrella. A Waiver of Subrogation applies in favor of Landlord Parties for Workers Compensation, General Liability, Automobile Liability and Umbrella as required by written contract. Policies are primary and non-contributory with any similar insurance maintained by Landlord Parties."

Prior to expiration of any certificate, the general contractor or subcontractor, as applicable, shall provide a renewal certificate of insurance. Failure to furnish such evidence of insurance coverage shall not be considered a waiver of such coverage.

EXHIBIT F

LESSOR'S NOTICE
PURSUANT TO SECTION 713.10, FLORIDA STATUTES

Pursuant to Section 713.10, Florida Statutes (2019), I-95 Realty, Inc. files this notice and certifies as follows:

1. The Lessor is I-95 Realty, Inc.
2. The legal description of the parcel of land to which this notice applies is

Portion of:

Property Folio ID Number: 5142 29 06 0040

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 158 TO POB,W 255.92,N 70, E 255.94,S 70 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING C

Property Folio ID Number: 5142 29 06 0020

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS,COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25 TO POB,W 92.15, N 283.61,E 73.98,N 20,E 30.05, S 8.10,SW 100,S 192 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING A

Property Folio ID Number: 5142 29 06 0030

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61 TO POB,ELY 73.98,N 70,W 231.98, S 70,ELY 158 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING B

Property Folio ID Number: 5142 29 06 0050

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 413.92 TO POB,N 70,W 111.94, S 376,E 112.01,N 306 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0070

LAKESIDE COMMERCIAL PARK 136-27 PT OF PARCEL "A" DESC AS BEG AT SE COR OF PAR A,NLY ALG E/L FOR 100,WLY 12,NLY 1,WLY 140,WLY 202.65,WLY 164.55, SLY 14.87,WLY 112.01,SLY 98.14 TO SW COR PAR A,ELY 630.28 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING E

Property Folio ID Number: 5142 29 06 0080

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12,E 30 TO POB,CONT E 86,N 117,NW 71.79,W 31, S 163.13 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING F

Property Folio ID Number: 5142 29 06 0060

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12 TO POB,CONT N 243.13,E 30,S 243.13,W 30 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0010

LAKESIDE COMMERCIAL PARK 136-27 B PARCEL "A" LESS PTS DESC AS BUILDINGS A,B,C,D,E & F & LESS PT DESC AS LIFT STATION

3. Paragraph 22 of the Lease contains the following language:

LIENS.

a. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of Landlord. Tenant shall not allow any liens to be filed against the Premises or the Property, (including but not limited to liens from Tenant, contractors, vendors, workers, product and service providers of any kind) and Tenant shall keep the Premises and the Property free and clear of any mechanic's and materialman's liens arising in connection with any repair or alteration to the Premises performed by Tenant or its contractors. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the Premises or the Property, Tenant shall remove or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days. Landlord shall have the absolute right to remove said Encumbrance by whatever measures Landlord shall deem necessary including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Landlord, as Additional Rent, all costs expended by Landlord, including reasonable attorneys' fees, in removing said Encumbrance. **To the extent allowed by law,** Tenant shall indemnify, defend and hold harmless Landlord and Landlord Parties from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or Tenant Parties or on behalf of Tenant or Tenant Parties in the Premises or the Property. Tenant's indemnification contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

(b) Tenant shall not have any authority to create any lien for labor or material on the Landlord's interest in the Premises and all persons contracting with Tenant for the construction or removal of any of the facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(c) In accordance with Florida Statutes § 713.10, Landlord shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility substantially in the form of **Exhibit F** attached hereto, and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises, give Landlord

not less than three (3) business days' written notice under the circumstances of Tenant's intention to commence said work.

4. All or a majority of the leases entered into for premises on the Property contain the following language:

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

DATED this ____ day of _____, 2023.

By: _____
Print Name: _____
Print Title: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

My Commission Expires:

AGENDA ITEM REPORT



To:

Subject: Holiday Lighting (Discussion)

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Town is currently in the 3rd year of a lease to own contract with Artistic Holiday Designs. This contract includes the purchase of the lights but also the install, take down, and storage. This year we will be responsible to pay for the installation of the lights.

Along with these lights we also have old pole decorations (pictures are attached).

Also, we have a quote for holiday banners as well (pictures are attached).

FINANCIAL IMPACT:

Costs are attached.

ATTACHMENTS:

[2023 Holiday Banners & Brackets Est# 300225](#)

[PS Holiday Lights](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 19 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023



3225 Neil Armstrong Blvd, Ste 600
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
10/17/2023	300225

Bill To

Town of Pembroke Park
Accounts Payable
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Email: swoodbury@tppl.gov

Ship To

Town of Pembroke Park
Attn: Stephanie Woodbury
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	2 weeks	Dani	20130506DDL001	
Qty	Description	Price	Total	
70	*Holiday Banners - 2 Designs 35 ea. 30"x80" (Finished size including pockets) 18oz. Outdoor Vinyl Street Pole Banners. -Digitally printed on both sides with UV resistant Inks. -3" Double Stitched and Lined Rod Pockets with Grommets in each corner.	75.00	5,250.00T	
1	Set Up Fee Waived as long as our stock designs are used - custom designs require a set-up fee and is determined by designers when presented with everything available for art.	0.00	0.00T	
70	WindPro Storm Bracket Sets for 30" Banners Sets includes: • (2) Aluminum brackets • (2) White fiberglass arms - 30" Long • (2) End caps • (2) Tie wraps • (2) Pins & rings • (4) 40" stainless steel bands	50.00	3,500.00T	
	Estimated Shipping/Handling FedEx Ground	450.00	450.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal \$9,200.00

Sales Tax (0.00) \$0.00

Total **\$9,200.00**

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.

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

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

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 B

Page 9 of 9

Page 7 of 11

<u>Year</u>	<u>Costs</u>	<u>Details</u>
2021	\$30,854.46	Initial purchase of ornaments, installation, maintenance, take down, and storage
2022	\$19,995.00	Installation, maintenance, take down, and storage of original equipment. Plus the rental of additional items for inside the park.
2023	\$15,540.00	Installation, maintenance, take down, and storage of original equipment.

Artistic Holiday Designs

Artistic Holiday Designs

Contract No.
Contract Date:

QUOTE
10/19/2023

Seller Address:

4417 SE 16th Place, Unit 13
Cape Coral FL 33904
708-223-8506

www.ArtisticHolidayDesigns.com

Derek Norwood

derekn@ArtisticHolidayDesigns.com

Contact:

Stephanie Woodbury, Project Manager

Buyer Address:

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

Phone:

954-966-4600 ext. 238

E-mail:

swoodbury@tppfl.gov

Fax:

Delivery Point:

ATTN: Nick Caine
8200 NW 93rd St, Unit 1

Medley, FL 33166

786-281-0022 nickc@artisticholidaydesigns.com

Shipping Method:

Truck

Shipping Terms:

Invoiced

Delivery Date:

TBD

Shipping Address:

AHD Warehouse
101 Carroll Rd, South Whitley, IN 46787

Notes	Reference #	Description	Quantity	Product Value Per Unit	Unit Lease Price	Total Lease Price
2023 Options						
*Storage & Service are included at no additional cost	Labor	Owned Decor - 2021 Install, Dismantle, Service, Storage				\$ 4,500.00
	Labor w/ Lease	Light Strands - Leased Strands w/ Labor	480	\$ -	\$ 23.00	\$ 11,040.00
					Total:	\$ 15,540.00
2023 Additional Options						
	Lease w/ Labor	410376 - Royal Ribbon Arch w/ 20% off Original Price - \$13,800	1	\$ 34,025.64	\$ 11,500.00	\$ 11,500.00
	Lease w/ Labor	Light Strands - Leased Strands w/ Labor	1	\$ -	\$ 23.00	\$ 23.00
					Total:	TBD
Need Updated Tax Exempt Certificate						Subtotal \$ 15,540.00
						Tax TBD
						Shipping TBD
*PRICING IS VALID FOR 14 DAYS FROM DATE OF CONTRACT/QUOTE. SIGNATURE CONFIRMS PRICING.						TOTAL DUE \$ 15,540.00

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED.
WARRANTY IS FOR PRODUCT DEFECT AND DOES NOT APPLY TO WIND DAMAGE OR DAMAGE DUE TO INSTALLATION, REMOVAL, STORAGE OR TRANSPORT

Payment Terms: Lease & Field Service

50% Due Upon Acceptance	\$ 7,770.00
50% Due Upon Completion	\$ 7,770.00

Payment Method:

Check/Bank Information

ACH Payment to:

Artistic Holiday Designs LLC

Routing: 263191387

Account: 1100024293767

Artistic Holiday Designs

Artistic Holiday Designs, LLC
202 Stephen Street
Lemont, IL 60439

Invoice 1744

BILL TO
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

DATE
11/30/2021

PLEASE PAY
\$30,854.46

DUE DATE
11/30/2021

ACTIVITY	QTY	RATE	AMOUNT
Contract 107186			
203139 Cone Tree - Silver Sparkle	2	5,577.00	11,154.00
203489-R 2D Blue Two Ornament Display	1	1,075.24	1,075.24
202720 3D Blue Giftbox - 3.28 ft	1	1,633.50	1,633.50
203490-R 2D Blue Three Ornament Display - 4:26 ft.	1	858.02	858.02
203489-R 2D Blue Two Ornament Display	1	1,075.24	1,075.24
201753-R 2D/3D Enchanted Tree	1	2,177.86	2,177.86T
5MM50-PWT-C Pure White Mini Lights Yearly Lease	480	14.47	6,945.60T
Install	1	1,250.00	1,250.00T
Shipping	1	4,685.00	4,685.00
ACH PYMT to: Routing: 042200910 Acct: 5314332973			
	SUBTOTAL		30,854.46
	TAX		0.00
	TOTAL		30,854.46

TOTAL DUE

\$30,854.46

THANK YOU.

Artistic Holiday Designs

Artistic Holiday Designs	Contract No.	107351
	Contract Date:	11/17/2022
Seller Address: 4417 SE 16th Place, Unit 13 Cape Coral FL 33904 708-223-8506 www.ArtisticHolidayDesigns.com Derek Norwood derekn@ArtisticHolidayDesigns.com	Contact:	Stephanie Woodbury, Project Manager Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023 Phone: 954-966-4600 ext. 238 E-mail: swoodbury@tppl.gov Fax:
	Buyer Address:	
Delivery Point: ATTN:	Shipping Method:	Truck
	Shipping Terms:	Invoiced
	Delivery Date:	TBD
	Shipping Address:	TBD

Reference #	Description	Quantity	Unit Price	Total Price
Walk thru 32 Foot Ribbon	discount referenced below	1	\$ 13,500.00	\$ 10,000.00
Custom Walk thru Ribbon Arch 32 feet wide, an amazing photo opportunity to be placed in the center of the walking circle				
MISC:INSTAL/TAKEDOWN		1	\$ 9,995.00	\$ 9,995.00
Installation of Customer owned City decor thru out the park.				
Pricing includes install maintenance and removal				
LIGHTING:TREE WRAPPING		14		included in Misc Total
Wrapping of Various Trees in Pure white, and warm white LED lighting.				
packages:MAINTENANCE		1		included in Misc Total
24/7 Customer Service and 24 hour turn around on all repairs				
Weekly routine checks to ensure all lights are in working order are included.				
Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor				
Reasonable hardware and power cords up to 25 feet in length are included				
Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments				
MULTI YEAR SERVICE AGREEMENT				
20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancellation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year.				
			Subtotal	\$ 19,995.00
			Tax	exempt
			Shipping	\$ -
			TOTAL DUE	\$ 19,995.00

* Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully

** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) If you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date.

*** Installation dates are booked upon receiving your signed contract and 50% deposit

* Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED. ONCE THE ORDER IS APPROVED AND PROCESSED A LEAD PROJECT MANAGER WILL BE ASSIGNED TO REVIEW AND DETERMINE NEEDS WITH THE INSTALL TEAM.

Payment Terms: Purchase

50% Due Upon Acceptance	\$ 9,997.50
50% Due Upon Completion	\$ 9,997.50

Payment Method:

AGENDA ITEM REPORT



To:

Subject: Bobcat (Discussion)

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The following are various options for a Bobcat

FINANCIAL IMPACT:

State of Florida Sheriff's contract pricing

ATTACHMENTS:

[Bob Cat Skid Steer Loader](#)
[Skid Steer-1](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 19 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



Skid Steer / Bobcat

Currently the Public Services Department has a full-size combination backhoe and loader. There are many tasks assigned to the department where space is limited, and a full-size excavator is too large for the project and /or the size of the project itself does not warrant a large piece of equipment. Because of its compact size and precision, a skid steer is especially valuable in tight spaces and on small projects. It will be utilized by the department for a wide variety of construction and landscaping projects.

Projects it will be useful for include:

- Roadwork
- material handling
- loading
- landscaping
- grading and backfilling
- Support other equipment

The Public services Department would like to utilize the Florida Sheriffs Association Cooperative Purchasing Program, Contract packet FSA23-EQU21.0 for the purchase of the Skid Steer Loader.

The department is recommending, from this contract, Item: 224, Kubota, SVL 75-3. It represents the best value and will meet the department's needs and is priced at \$52,098.00.

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 221, Bobcat, T770, T770**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Northern	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Central	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Southern	Primary	Clark Equipment Company	\$71,649.00	Build	Options

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 222, Caterpillar, 279D3, 279D3**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Northern	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Central	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$88,523.00	Build	Options

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 223, John Deere, 331G, 331G**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$77,950.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$77,950.00	Build	Options
Central	Primary	EFE, INC	\$69,000.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$76,200.00	Build	Options
Southern	Primary	EFE, INC	\$69,000.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$76,200.00	Build	Options

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 224, Kubota, SVL 75-3, SVL 75-3**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 225, Takeuchi, TL12V2, TL12V2**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Northern	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Central	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Southern	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 226, Case, TR310B, TR310B**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 227, ASV, MAX-Series™ VT-100 Posi-Track® loader, VT-100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$95,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 228, Yanmar, TL100 Tracked Skid Steer, TL100VS

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$81,000.00	Build	Options

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**Item:** 229, Manitou, 1050R, 1050R**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options



TOWN OF PEMBROKE PARK

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

TOWN OF PEMBROKE PARK
REQUEST FOR QUALIFICATIONS (RFQ)
TOWN ATTORNEY SERVICES
BID PACKAGE RFQ NO.

Commented [JGH1]: Add RFQ Number

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

Commented [JGH2]: Add due date for bids.

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

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**TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) # _____**

Commented [JGH3]: Add RFQ Number.

The Town of Pembroke Park ("Town") is currently requesting sealed proposals and qualifications for Town Attorney services.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and has approximately 52 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, stormwater and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town's Charter, the Town's Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

i. **General Services Requested.** The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

- B. Preparation of oral or written opinions on legal matters as required by the Town Commission or Town Manager.
- C. Negotiation and preparation of agreements, leases contracts, or similar documents.
- D. Review and comment on contract forms between the Town and independent contractors.
- E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.
- F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.
- G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.
- H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.
- I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.
- J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.
- K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.
- L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.
- M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.
- N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.
- O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.
- P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination the flow of work to the attorney or firm,

and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.

ii. **Specific Services Requested.** In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:

- A. Attend all workshop Commission meetings on the fourth Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.
- B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.
- C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.
- D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
- E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.
- F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFQ:	_____
Deadline for questions:	_____
Proposal due date:	_____
Interviews (if held):	_____
Award of contract:	_____

Commented [JGH4]: Input operative dates

**All dates are subject to change at the discretion of the Town.*

4. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the Request for Qualifications ("RFQ") instructions, responding to the RFQ requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

i. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm was established, (4) office locations, (5) number of firm employees, (6) description of firm's core business, and (7) name of principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

ii. Background and Project Summary

Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFQ.

iii. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. Included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

iv. Staffing

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel

relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. **Qualifications**

Discuss the experience of the proposer with providing the services described in the Scope of Work to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFQ to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality or governmental entity, which have received similar services. The Town intends to contact the references listed.

vi. **Fee proposal**

Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. The fee proposal shall include a monthly retainer fee option and an hourly rate option. See Appendix A. Fee proposals may be considered when evaluating proposals; however, the commission's award to a firm shall be based on the qualifications of the proposer.

5. **PROCESS FOR SUBMITTING PROPOSALS**

All proposals shall be submitted as follows:

i. **Content**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

ii. **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

iii. **Number of Proposals**

Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

iv. **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFQ, TOWN ATTORNEY SERVICES"**, no later than [REDACTED] to the address listed below. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Commented [JGH5]: Insert due date.

Address: Town of Pembroke Park
Attn: Town Clerk
3150 SW 52nd Avenue

Pembroke Park, Florida 33023

v. **Inquiries**

Questions about this RFQ must be made in writing, via e-mail to [REDACTED].

Commented [JGH6]: Who will answer questions about this solicitation? The prior version included the HR director.

The Town reserves the right to amend or supplement this RFQ prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFQ is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFQ with any Town employee other than the individual listed above regarding this RFQ. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the own.

vi. **Conditions for Proposal Acceptance**

This RFQ does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified proposer, or to cancel this RFQ in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFQ are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

6. **EVALUATION CRITERIA**

Evaluation of all proposals received by the Town shall be based on the following criteria:

	Criteria	Points
1.	Qualifications and Experience	40
2.	Experience Working with City Government	40
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
	Total:	100

Commented [JGH7]: The evaluation criteria have been reworked to eliminate the reference to a fee proposal. Please advise if there are other criteria the Town seeks to consider or if the Town would like to re-weight each criterion.

1. **Qualifications and Experience (40 Points)**

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine,

elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. **Experience Working with Town Government (40 Points).**

Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. **References (10 Points).**

Respondents must provide a minimum of two (two) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. **Methodology and Approach (10 Points).**

Respondents should include the following:

- Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
- After hour availability.
- Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
- Areas of expertise where the use of special outside counsel is anticipated.
- Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

7. **EVALUATION OF PROPOSALS AND SELECTION PROCESS**

An Evaluation Committee appointed by the Town Commission will screen and review all proposals according to the weighed criteria set forth above.

Commented [JGH8]: Does the Town intend to utilize an evaluation committee? This was in the last solicitation, but I am not aware of the Town utilizing such a committee.

i. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFQ. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFQ. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

ii. **Initial Proposal Review**

The Evaluation Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Evaluation Committee shall consist of the: (i) Mayor, (ii) Town Manager, (iii) Assistant Town Manager, (iv) Administrative Services Director, and (v) Public Services Director. The Evaluation Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process.

iii. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview conducted by the Town Commission. Interviews, if held, will be on a date to be determined, and will be conducted at Town Hall in Pembroke Park, Florida. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Town Commission will rank all proposers according to the Evaluation Criteria set forth above. The Town Commission may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFQ.

8. CONDITIONS TO AGREEMENT

- a. The contract resulting from this solicitation may be awarded to the most qualified, responsive proposer which submits a proposal determined to provide the best value to the Town. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for three (3) years with up to two (2) one-year options to renew, upon mutual written assent agreement of the parties.
- b. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.
- d. The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- e. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the protest deadline date may be rejected.
- g. The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

Commented [JGH9]: Does the Town want to include a term?
Contracts for attorney services are regulated by the Florida Bar.

- h. The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

- i. A copy of the proposal ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the selection process. Interested parties may obtain a copy of the final ranking from the Town.

Commented [JGH10]: I am unclear of the intent here. Is it the intent for the Town Attorney to be a contract administrator and to track the expiration and renewal of contracts, as well as payments? This is typically handled by the Finance Department or Procurement.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Qualifications (RFQ): Shall mean this solicitation documentation, including any and all addenda. An RFQ involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFQ that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, a proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

- Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:

- By mailed letter;
- or
- By email to townclerk@tppfl.gov

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

v. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

vii. Confidentiality

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a proposer provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The proposer shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the proposer of that request, and the proposer shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure or copying, the proposer agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which

may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the proposer is not initially named as a party, the proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a proposer in response to the RFQ and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

viii. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

ix. E-verify.

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to

termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

x. Vendor Responsibility.

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFQ) NO. 23-04
FEE PROPOSAL

Individual and/or Company's Name:

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. In the instance of an "Exception" to the RFQ process, please provide a specific proposal detailing the costs associated with the alternative proposal.

Fee Proposal: _____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFQ. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

_____ Authorized Signature	_____ Date
_____ Print Name	_____ Telephone Number
_____ Title	_____ Email Address

APPENDIX B
TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) NO. _____
INSURANCE REQUIREMENTS

Commented [JGH11]: Input RFQ #

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
- 2) Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- 3) Automobile Insurance:
 - Including all owned, hired, borrowed and non-owned vehicles
 - Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
- 4) Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$500,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days' advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

{00582234.1 3399-0000000 }

AGENDA ITEM REPORT



To:

Subject: Kimley-Horn & Associates - vulnerability assessment

Meeting:

Department:

Staff Contact:

BACKGROUND INFORMATION:

The previous Town Manager obtained a proposal from Kimley-Horn & Associates; which is one of our engineering consultants from the CCNA list. The Town just signed the funding agreement and the approved scope of work with Florida Department of Environmental Protection for \$200,000.00

Kimley-Horn is currently working on the Town's stormwater master plan and has most of the information required for the vulnerability assessment. In our preliminary meeting with FDEP we communicated that they were the recommended company to do the plan.

FINANCIAL IMPACT:

\$200,000.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230426 Pembroke Park VA Proposal](#)

[23PLN74-TOWN OF PEMBROKE PARK COMPREHENSIVE VULNERABILITY ASSESSMENT - EXECUTED](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 23 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None



April 26, 2023

Mr. J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

RE: *Vulnerability Assessment*
Pembroke Park, FL

Dear Mr. Jimenez:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Pembroke Park “Civil Engineering Consultant Services Agreement RFQ 22-03” is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as “Client” or “Town”), to provide professional services associated with a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

Project Understanding

Pursuant to Section 380.093 of the Florida Statutes, the Town of Pembroke Park (“Town” or “Client”) is seeking a consultant to prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment. It is Kimley-Horn’s understanding that the Town has received a Resilient Florida Program Planning Grant Award through the Florida Department of Environmental Protection. The Town has requested Kimley-Horn to submit a work order proposal for assistance in the preparation of the comprehensive Vulnerability Assessment.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – KICKOFF MEETING AND PROJECT MANAGEMENT

Kimley-Horn will attend a kickoff meeting with the Town to introduce team members, discuss scope of work, project schedule, and establish lines of communication and flow of information. The kickoff meeting will focus heavily on the data collection process for the Vulnerability Assessment. It is anticipated that the Town will provide Kimley-Horn with the available data to perform the Vulnerability Assessment. The Town is to provide the following, but not limited to:

- Town GIS Layer Data (i.e. Land Use, Building Footprints, Parcels, Stormwater, Water and Wastewater infrastructure, Transportation Assets including Evacuation Routes, Highways, Roads, Fleet Storage Locations)
- Stormwater Models
- Most recent Digital Elevation Models (DEMs)
- Inventory of Critical Assets

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

- Inventory of Town Maintained Facilities
- Construction and As-Built Documents
- Flood Elevation Certificates
- Previous vulnerability studies, comprehensive plans, or stormwater master plans

Project management activities under this task include meetings, project communication, quality control and assurance of submittal documents. This task includes monthly project status meetings, not to exceed a total of ten (10) meetings, to discuss ongoing work product and project deliverables. Kimley-Horn will prepare agendas, meeting summaries, and other documents in support of the meetings and project coordination activities.

Deliverables:

- **Project meeting agendas and summaries of all meetings, including kickoff meeting, in electronic (.pdf or email) format.**
- **Progress status reports in electronic (.pdf) format**

TASK 2 – ASSEMBLE STEERING COMMITTEE

The Town will identify not more than 10 representatives to serve as members of the Steering Committee. The role of the Steering Committee will be to provide feedback on Tasks 3-6 by providing input on study direction, assisting in identifying vulnerable areas, identifying available data and resources, and reviewing project findings and recommendations. Kimley-Horn will coordinate with the Town and the Project Steering Committee to identify a contact list, determine locations/dates/times for two (2) meetings, and present on project goals, progression, and deliverables.

Deliverables:

- **Steering Committee meeting agendas and summaries in electronic (.pdf or email) format**

TASK 3 – CRITICAL ASSETS DATA COLLECTION

Kimley-Horn will obtain available information from the Town that would aid in preparation for the vulnerability assessment. Kimley-Horn will review the information obtained from the Town for accuracy and use in the vulnerability assessment. Additional information to perform the vulnerability assessment and identify critical assets as classified in s. 380.093(2) 1-4, F.S. will be compiled into a GIS database by Kimley-Horn. Topographic data will be obtained from readily available sources such as Miami-Dade County and National Oceanic and Atmospheric Administration databases. Kimley-Horn will identify any data gaps throughout the data collection process to support additional data collection to conduct the vulnerability analysis. Data gaps that have been identified will be included in a separate inventory list. Resolution of data gap issues identified during the data collection process can be performed as an additional service.

Per s. 380.093(2) 1-4, F.S., critical assets include the following:

- Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
- Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

Deliverables:

- Technical memorandum and inventory list of critical assets in electronic (.pdf) format
- GIS critical assets inventory database (.gdb) format

TASK 4 – VULNERABILITY ASSESSMENT EXPOSURE ANALYSIS

Based on the data collected in Task 3, Kimley-Horn will prepare an analysis to identify the Town's critical asset exposure to flooding. This task will consist of the following:

- Flooding depth due to Sea level rise – Ground elevation (from DEM) comparison with sea level elevation in present-day and future conditions based on applying two sea level rise for NOAA Intermediate Low and Intermediate High scenarios for 2040 and 2070 to current mean higher high water (MHHW) elevation of closest coastal tidal gauge.
- Flooding depth due to Storm Surge – Ground elevation comparison with storm surge water surface elevations for Category 1 and 3 hurricanes based on NOAA Sea, Lake and Overland Surges from Hurricanes (SLOSH) model for South Florida. The two selected sea level rise scenarios will be applied to present-day storm surge water surface elevations to model future vulnerability.
- Flooding depth due to Rainfall-Induced flooding – Hydrologic model development of the Town for simulating 100-year, 24-hour rainfall event. In the absence of detailed hydrologic and hydraulic modeling of the Town and its critical assets, Kimley-Horn will prepare a "Modified Bathtub Model" as defined in NOAA SLR guidelines.
- Flooding depth from compound flooding – Rainfall-induced flooding will be compared with storm surge and sea level rise scenarios to identify areas vulnerable to more than one source of flooding occurring simultaneously.

Fourteen (14) scenarios in total will be analyzed for critical asset vulnerability to flooding. Additional scenarios can be analyzed as an additional service. The table below shows the combination of scenarios to be analyzed:

Flooding Threat	Present-Day	SLR scenario 1	SLR scenario 2
Sea level rise (SLR)	(0)	(2)	(2)
Storm Surge	(2)	(2)	(2)
100-yr, 24-hr Rainfall Induced flooding	(1)	(0)	(0)
Compound flooding	(1)	(1)	(1)

Flood inundation maps will be developed for each scenario based on the exposure analysis. The inundation maps will be overlaid with the critical asset layers developed in **Task 2** in order to identify critical infrastructure that is vulnerable to flooding.

Analyses will be performed in NAVD88.

Deliverables:

- GIS Shapefiles
- Tabular data output for each threat-asset exposure analysis/overlay
- Fourteen (14) GIS Exhibit series in electronic (.pdf) format
- Draft Vulnerability Assessment in electronic (.pdf) format

TASK 5 – SENSITIVITY ASSESSMENT

Following the Vulnerability Assessment Exposure Analysis task, Kimley-Horn will prepare a sensitivity assessment of the critical assets within the Town relative to the impacts of flooding and sea level rise identified in **Task 4**. An asset-threat matrix will be prepared based on the inundation modeling scenarios. Kimley-Horn will include an evaluation of the impact of flood severity on each asset class and at each flood scenario. Kimley-Horn will assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables:

- List of significant assets impacted by flooding
- Draft Vulnerability Assessment in electronic (.pdf) format

(OPTIONAL) TASK 6- ADAPTATION ACTION RECOMMENDATIONS

The final task is to develop a path forward to increase the resiliency of the Town's critical assets. Per Florida Statute s. 380.093, F.S., this optional task is recommended for incorporation of the vulnerability assessment results into Town Comprehensive and Transportation planning.

Kimley-Horn will identify hot-spot exposure areas based on the results of Task 4 and 5, establish priority ranking recommendations for adaptation strategy implementation in these areas, and identify three (3) adaptation strategies presented in case-study form.

Deliverables:

- Map and tabulation of hot-spot flooding areas (.pdf) format
- Priority ranking of hot-spot flooding areas (.pdf) format
- Report to include adaptation action recommendations and three adaptation strategy case studies (.pdf) format

Schedule of Work

Kimley-Horn anticipates the work will proceed as depicted in the schedule below:

<i>Deliverable</i>	<i>Anticipated Delivery (calendar days where applicable)</i>
Task 1 – Kickoff Meeting and Project Management	NTP + 15 days
Task 2 – Assemble Steering Committee	NTP + 30 days
Task 3 – Critical Assets Data Collection	Task 1 + 60 days
Task 4 – Vulnerability Assessment Exposure Analysis	Task 3 + 120 days
Task 5 – Sensitivity Assessment	Task 4 + 30 days
Task 6 (Optional) – Adaptation Action Recommendations	Task 5 + 30 days
TOTAL	10 months

Assumptions applying to all tasks:

- The Town is responsible for making key staff available during the delivery of this project
- Deliverables will be issued as a draft for review by the Town. We have estimated an approximate 14-day time frame for the comments. After receiving the comments from the Town, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of Town comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have been completed since the publication of the DEM will not be considered.
- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.

- The data schema will be compliant with 380.093(3)(c) F.S.

It is anticipated that the Scope of Services will be completed in accordance with the above schedule after Notice to Proceed ("NTP") is received unless there are delays outside of Kimley-Horn's control, such as delays associated with Client and/or regulatory reviews, Client requested changes, etc. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and that Client review times will not exceed seven (7) calendar days. Times for performance may be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

Compensation

The maximum fee, without prior authorization, for the Scope of Services shall be as shown below.

Task	Task Description	Fee Type	Fee
1	Kickoff Meeting and Project Management	LS	\$15,000
2	Assemble Steering Committee	LS	\$6,000
3	Critical Assets Data Collection	LS	\$34,000
4	Vulnerability Assessment Exposure Analysis	LS	\$88,000
5	Sensitivity Assessment	LS	\$37,000
6	Adaptation Action Recommendations (Optional)	LS	\$20,000
TOTAL:			\$200,000

Additional Services

Any services not specifically listed in the above Scope of Work are not included in the contracted fees. Should the Client desire additional services, Kimley-Horn will prepare a fee, scope and schedule for the work at the time the services are requested.

Provided by the Town

The Town will provide any information requested by Kimley-Horn in a timely manner to avoid delay of the Project. In addition, the Town will ensure that Client representatives are available for all meetings in order to avoid delay to the Project.

Project Manager

Consultant's Project Manager for this Work Order assignment will be:

Name: Matt Brosman
Title: Project Manager
Email: matt.brosman@kimley-horn.com
Phone: 954-535-5109

Closure

The terms and conditions of Town of Pembroke Park "Civil Engineering Consultant Services Agreement" Contract; RFQ 22-03 shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

Very truly yours,



By: Stefano F. Viola P.E.
Vice President



Matt Brosman, P.E., CFM
Project Manager

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Town of Pembroke Park Comprehensive Vulnerability Assessment** Agreement Number: **23PLN74**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Pembroke Park** Entity Type: **Local Government**

Grantee Address: **3150 SW 52nd Avenue, Pembroke Park, Florida 33023** FEID: **59-0968454** (Grantee)

3. Agreement Begin Date: **7/1/2022** Date of Expiration: **6/30/2025**

4. Project Number: **23PLN74** Project Location(s): **Broward County, Florida**
(If different from Agreement Number)

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the Town of Pembroke Park.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 200,000.00	☒ State ☐ Federal	FY 22-23 GAA 1776	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: Hanna Tillotson or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov	Grantee's Grant Manager Name: Aleem A. Ghany, P.E. or successor Address: Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023 Phone: 954-966-4600 ext. 238 Email: aghany@tppl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fdfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Pembroke Park

GRANTEE

By


(Authorized Signature)

10/17/2023

Date Signed

Ashira Mohammad, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By


Secretary or Designee

10/18/2023

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures


DEP Grant Manager, Hanna Tillotson


DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

Attachment 1

2 of 13

Rev. 9/15/2023

Page 14 of 52

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

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15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

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discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

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not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

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the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

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original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN74**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Pembroke Park Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

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according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN74**

ATTACHMENT 3

PROJECT TITLE: Town of Pembroke Park Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Town of Pembroke Park within Broward County, Florida.

PROJECT DESCRIPTION:

The Town of Pembroke Park (Grantee) will complete the Town of Pembroke Park Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a kick-off meeting and an inventory of all critical and regionally significant assets in the project area.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary..

Deliverables: The Grantee will provide the following:

- **1.1:** meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may

limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Critical and Regionally Significant Asset Inventory

Description: The Grantee will identify all critical and regionally significant assets meeting the definitions in s. 380.093, F.S. that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** a list or spreadsheet of critical and regionally significant assets that are impacted by flooding and sea level rise, prioritized by area or immediate need, which contains the critical assets attributes required by Exhibit I and identifies which flood scenario(s) impacts each asset; and
- **3.2:** GIS files and associated metadata.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** a signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

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PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
2	Acquire Background Data	Contractual Services	\$55,000	\$0	\$55,000	7/1/2022	3/31/2025
3	Critical and Regionally Significant Asset Inventory	Contractual Services	\$10,000	\$0	\$10,000	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	\$32,500	\$0	\$32,500	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$32,500	\$0	\$32,500	7/1/2022	3/31/2025
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$65,000	\$0	\$65,000	7/1/2022	3/31/2025
Total:			\$200,000	\$0	\$200,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

Attachment 4

1 of 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 7

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	\$200,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

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**Attachment 6
Page 1 of 2**

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8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 23PLN74

TOWN OF PEMBROKE PARK COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Pembroke Park

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 23PLN74
Page 1

6/30/2023

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Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Exhibit F, DEP Agreement # 23PLN74

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6/30/2023

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Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN74

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: Town Of Pembroke Park

Address: 3150 SW 52 Ave

City: Pembroke Park State: Fl Zip: 33023

Phone Number: (954) 966 4600 Email: aghany@tppl.gov

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: Aleem A Ghany Date: 10/16/23

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 23PLN74

Page 1 of 1

11/19/2021

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

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		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Exhibit I

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Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

AGENDA ITEM REPORT



To:

Subject: Interlocal Agreement Renewal - Unsafe Structures

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Building

Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[BCD ILAPembPark First Amendment2028](#)

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

This First Amendment to Interlocal Agreement is made and entered into between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

Town of Pembroke Park, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "Town" (collectively referred to as the "Parties").

A. Town and County entered into that certain Interlocal Agreement, pursuant to Section 163.01, Florida Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969", whereby Town procured the services of County for the use of the Unsafe Structures Board to hear and dispose of cases brought by Building Officials in accordance with the Florida Building Code ("Agreement").

B. The Agreement commenced on October 1, 2018, and shall remain in full force and effect until midnight September 30, 2023. The Agreement provides for renewal in successive five (5) year periods upon request of Town and upon acceptance by County Administrator.

C. Town has requested renewal of the Agreement for one (1) five (5) year period, commencing on October 1, 2023, and terminating on September 30, 2028.

D. County, through the Building Code Division of the Resilient Environment Department, is agreeable to renewing the Agreement for one (1) five (5) year period.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.
2. Paragraph 3.1 is hereby amended to read as follows:

3.1 County shall provide Services at the rate of ~~Eighty-three and 17/100~~ **Ninety-two and 87/100** Dollars (~~\$83.17~~ **92.87**) per hour for the **Building** Code Enforcement Officer and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the Town prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, percase, of Five Hundred and 00/100 Dollars (\$500.00) without written authorization from the Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.
3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1. This Agreement shall commence on October 1, 2018, and shall continue in full force and effect until midnight ~~September 30, 2023~~ **September 30, 2028**.
4. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. In the event of any conflict of ambiguity by and between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict.
6. This First Amendment shall be recorded in the public records of Broward County at Town's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its County Administrator, authorized to execute same by Section 9.7 of the Interlocal Agreement; and the Town of Pembroke Park, signing by and through its _____, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By: _____
Monica Cepero
County Administrator

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Print Name

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2023

MA/
BCD ILAPemParkFirst Amendment
05/16/23
60053-0000

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR BROWARD COUNTY
STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE
STRUCTURES BOARD

Town

Town of Pembroke Park

Attest:

By _____
Mayor

_____ day of _____, 20__ (date)

Town Clerk

By _____
Town Manager

_____ day of _____, 20__ (date)

Approved as to form:

By _____
Town Attorney

AGENDA ITEM REPORT



To: Commission
Subject: Bamboo Paradise Ownership update
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Legal
Staff Contact:

ATTACHMENTS:

[Bamboo Paradise Lease Agreement](#)
[Bamboo Paradise Ownership Matters](#)
[Bamboo Paradise Title Search Report and Backup](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

92125600

LEASE AGREEMENT

Paul B. C.

THIS LEASE AGREEMENT, made and entered into in duplicate on the days and dates hereinafter set forth, by and between DAVID E. ZELL, individually and as Trustee, of 4105 North 49th Avenue, Hollywood, Florida, 33021, telephone number: (305) 983-5925, as Lessor, (hereinafter called ZELL), and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, of 3150 S. W. 52nd Avenue, Pembroke Park, Florida, 33023, telephone number: (305) 966-4600, as Lessee, (hereinafter called TOWN).

92 MAR 26 AM 11 42

W I T N E S S E T H:

WHEREAS, ZELL is the owner of the following described property, to-wit:

A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.

BK 19305 PG 0006

Said lands containing 2306.4 square feet or 0.0529 acres.

(Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

and,

WHEREAS, TOWN desires to lease from ZELL the above-described property for a term of ninety-nine (99) years in order to utilize said property for municipal purposes; and

- 1 -

33,000
450
m

RETURN TO: TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

WHEREAS, ZELL desires to lease said property to the TOWN for said term of ninety-nine (99) years pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the mutual covenants herein contained to be performed by each party, the parties hereto do covenant and agree as follows:

1. That the TOWN does hereby lease from ZELL and ZELL does hereby lease unto the TOWN the following described property, to-wit:

A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.

Said lands containing 2306.4 square feet or 0.0529 acres.

(Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

for a term of ninety-nine (99) years beginning March 1, 1992 and ending February 28, 2091.

2. The parties agree that the TOWN, its agents, employees, guests and invitees, shall have access and right of use for the Lease term for that certain parcel of property lying between the East boundary of the above parcel and the West shoreline of the lake to the east of the parcel described in Paragraph 1. It is the

- 2 -

BK 19305PC0007

RSD 30

intention of the parties hereto that the TOWN, its agents, employees, guests and invitees, have access and the right of use for the entire parcel between the East right-of-way line of Prairie Avenue and the West shoreline of the lake to the East of Prairie Avenue within the northern and southern perimeter described herein for the Lease term.

3. That the total rent to be paid by the TOWN to ZELL for the leasing of the above-described property for the full ninety-nine (99) years shall be the sum of TEN AND NO/100TH (\$10.00) DOLLARS which shall be paid by TOWN to ZELL upon the execution of this Lease Agreement, the receipt of which is hereby acknowledged by ZELL as complete and full payment of all rent due for the term of the Lease specified herein.

4. This lease agreement is subject to the following rights which are reserved by Zell with the consent of the Town:

- a. The right of ingress and egress across the southern portion of the demised property to the lake which the demised property abuts for the purpose of cleaning and maintaining the lake and the shoreline of the lake.
- b. The right to maintain, replace, and repair the water storage tank presently located on the demised property in its present location for use in the irrigation of the mobile home park belonging to Zell as well as the pipes, pumps, electrical equipment and conduits servicing said tank.

5. In consideration of the Towns leasing said property, Zell agrees as follows:

- a. To provide potable water so long as a source for potable water is available at the site of the demised property or within the mobile home park east of and adjacent to the demised property or the successor occupants or users of said property to

all facilities existing on said property or which may be constructed by Town on said property and the lands adjacent thereto for ten (10) years beginning on the first day of this lease without cost or charge to the Town in such amounts as may be necessary to meet the needs of said facilities. This section shall not be construed to require ZELL to construct infrastructure for delivery of the potable water. Upon the expiration of the ten year period of free water supply as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of water supply, the Town agrees to pay Zell and Zell agrees to accept from the Town for said water supply the exact cost to Zell for furnishing said water supply to the Town.

- b. To permit the Town to withdraw water from the lake in such quantities as the Town may deem proper to maintain the park and recreational facilities between Carolina Street and Georgia Street in and adjacent to the right-of-way of Prairie Avenue. Zell shall have no obligation to install or provide any pipes or mains to enable the Town to withdraw water from the lake in that it shall be the obligation of the Town if and when it desires to withdraw water from the lake to provide and pay for all facilities required for that purpose. The water so withdrawn shall be used for maintaining the linear park, now known as HOWARD P. CLARK, SR. PARK, and fire prevention and control. Zell shall have no obligation by virtue of this Agreement to maintain the water level in the lake at any particular height.
- c. To permit the Town to maintain the current tie-in with the wastewater and sanitary sewage collection

RPR
JF

system of Bamboo Lakes Mobile Home Park for ten (10) years beginning on the first day of this lease and to accept the flow from the demised premises and all facilities constructed thereon and the lands adjacent thereto without charge to the Town, so long as a source is available for discharge of the flow generated thru the wastewater and sanitary sewage collection system of Bamboo Lakes Mobile Home Park by its occupants and the successor occupants or users of said property. Upon the expiration of the ten year period of free wastewater and sanitary sewage disposal as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of wastewater and sanitary sewage disposal, the Town agrees to pay Zell and Zell agrees to accept from the Town for said wastewater and sanitary sewage disposal the exact cost to Zell for furnishing said wastewater and sanitary sewage disposal to the Town.

6. The Town agrees to maintain the demised property including all shrubbery, trees and ground cover located thereon and the shoreline of the lake within the demised property.

7. The parties hereto recognize and acknowledge that there are presently two improvements on said property to wit: a shuffleboard court and a rec hall. The Town, by the acceptance of this lease, has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same. All costs incurred in the removal or remodeling of the existing improvements on the demised property shall be the responsibility of the Town.

8. The Town acknowledges that any facilities constructed or built on the demised property will be open to use by all residents of the Town.

9. Zell shall continue to have the responsibility and

obligation to pay all taxes and assessments against the demised property.

see 83/10

10. The Town shall pay all charges for electrical service and garbage and trash pickup for the demised premises.

11. This Agreement does not grant or authorize the use by the general public of any part of the Zell property not leased hereunder, including but not limited to private roads within the mobile home park or any part of the lake.

12. The mobile home located at 3113 S.W. 23rd Street, which is directly north of the demised property and encroaches within the Prairie Avenue right-of-way as shown on the survey prepared for Zell by Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540, shall be permitted to remain, provided however, any mobile home or appurtenances attached thereto or structure which replaces this mobile home will not be permitted within any portion of the right-of-way of Prairie Avenue (S.W. 31st Place) provided, however, the Town agrees to reduce the setback requirements with respect to Prairie Avenue for any subsequent mobile home at said location. The fence and metal shed which also encroach within the Prairie Avenue right-of-way as shown on said survey shall be permitted to remain only so long as Agnes Hogleman actually owns and occupies the adjacent mobile home and upon the occurrence of either her death, the sale of said mobile home or her moving from said mobile home for any reason, said encroachments may be forth-with removed by the Town and all setback requirements of the Town shall thereafter be met.

BM 19305PC0011

13. The Town agrees to include the subject property within its comprehensive liability policy and to furnish Zell a copy of said policy or a certificate evidencing said insurance.

14. Zell does hereby fully warrant the title to the demised premises and will defend the same against the claims of all persons whomsoever.

15. The parties hereto acknowledge that this agreement contains the entire agreement between the parties and that neither party has made any representations to the other beyond those set forth herein.

16. This Agreement can only be amended by an agreement in writing signed by the parties hereto or their successors or assigns.

17. This Agreement shall be executed in two (2) counterparts, each of which shall have the same force and effect as if it were an original.

18. All terms and conditions of this Lease Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the days and years hereinafter set forth.

Signed, sealed and delivered in the presence of:

Robert A. Levy
Robert A. Levy
Richard F. Manegold
As to Lessor
Richard F. Manegold

Executed by Lessor this 28 day of February, A. D., 1992.

David E. Zell
DAVID E. ZELL, individually and as Trustee

"LESSOR"

Signed, sealed and delivered in the presence of:

Robert A. Levy
Robert A. Levy
Arthur Hatton
As to Lessee
Arthur Hatton

Executed by Lessee this 28 day of February, A. D., 1992.

TOWN OF PEMROKE PARK, a municipal corporation

BY:

Raymond P. Oglesby
RAYMOND P. OGLESBY, Mayor

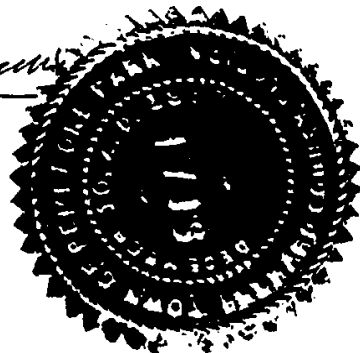
ATTEST:

Theresa Ciummo
THERESA CIUMMO,
Clerk-Commissioner

"LESSEE"

- 7 -

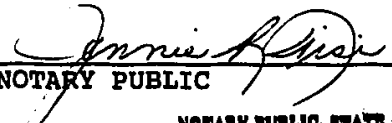
BK 19305P60012



STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DAVID E. ZELL, individually and as Trustee, to me known to be the person described in and who executed the foregoing agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, A.D., 1992.


NOTARY PUBLIC

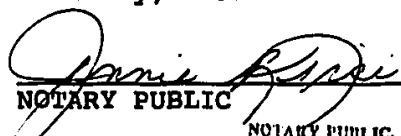
My Commission Expires: 11-16-94

STATE OF FLORIDA)
COUNTY OF BROWARD)

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

I HEREBY CERTIFY THAT on this day before me, an officer duly authorized to take acknowledgements, personally appeared RAYMOND P. OGLESBY as Mayor and THERESA CIUMMO as Clerk-Commissioner of the TOWN OF PEMBROKE PARK, to me known to be the persons described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily on behalf of the TOWN OF PEMBROKE PARK.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, 1992.


NOTARY PUBLIC

My Commission Expires: 11-16-94

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

This instrument was prepared by
TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33094

BK 19305PC0013

**TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-013**

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Michael Vonder-Meulen, Planning Consultant
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Sean M. Swartz, Assistant Interim Town Attorney *SMS*

DATE: October 17, 2023

RE: Town of Pembroke Park ("Town") / Bamboo Paradise Mobile Home Park Ownership Matters

At the September 27, 2023 workshop of the Town Commission, the commission directed the Interim Town Attorney's Office to examine the Town's rights and potential ownership interest, if any, related to certain portions of the Bamboo Paradise Mobile Home Park ("Bamboo Paradise"). The intent of this memorandum is to preliminarily examine the ownership interests of certain real property within Bamboo Paradise and, more specifically, the Town's legal ability to make improvements or alterations to the recreation center and shuffleboard court "straddling" the parcels of SW 31st Place and the Bamboo Paradise community. As directed by the commission, our office has obtained a Title Search Report ("TSR") on the Bamboo Paradise community, a copy of which is enclosed herein for your review.

I. TITLE SEARCH REPORT

As part of our review of the TSR, the Interim Town Attorney's Office has examined the following documents:

1. Quit Claim Deed from David Zell aka David E. Zell, Individual to David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984, recorded March 16, 2017 in Instrument Number 114264912, Public Records of Broward County, Florida.
2. Developer's Agreement recorded in O.R. Book 12213, page 606, of the Public Records of Broward County, Florida.
3. Cable Television Agreement recorded in O.R. Book 15678, page 795, of the Public Records of Broward County, Florida.

{00583514.2 3399-0000000 }

4. Agreement recorded in O.R. Book 31250, page 1854 and O.R. Book 33389, page 1939, of the Public Records of Broward County, Florida.
5. Bill of Sale recorded in O.R. Book 19775, page 449 and O.R. Book 33389, page 1937, of the Public Records of Broward County, Florida.
6. Easement Deed recorded in O.R. Book 33389, page 1948 and O.R. Book 31250, page 1861, of the Public Records of Broward County, Florida.
7. Erosion Control Easement recorded in Instrument Number 112730040, of the Public Records of Broward County, Florida. (area of concern is referenced as Rec Center).
8. Lease Agreement with Town of Pembroke Park recorded in O.R. Book 19305, page 6, of the Public Records of Broward County, Florida.
9. Plat from Flava Fruit Corporation to Dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law), recorded September 15, 1935 in Plat Book 16, Page 49, Public Records of Broward County, Florida.
10. All matters contained on the Plat of Hollydale, as recorded in Plat Book 6, Page 37, Public Records of Broward County, Florida.
11. Agreement recorded in O.R. Book 31237, page 429, of the Public Records of Broward County, Florida.
12. Easement Deed recorded in O.R. Book 31237, page 439, of the Public Records of Broward County, Florida.
13. Erosion Control Easement recorded in Instrument Number 112968532, of the Public Records of Broward County, Florida.

Based on our review of the aforementioned preliminary title evidence and pursuant to Amended Hollydale Plat, recorded at Plat Book 16 Page 49, it appears that the right-of-way now known as SW 31st Place was **dedicated to the public**, which now affords the rights of **ownership to the Town**. Certain portions of the recreation center and shuffleboard court exist within the boundaries of the dedicated right-of-way defined as SW 31st Place. However, other portions of the recreation center and shuffleboard court exist within the Bamboo Paradise community, and are **owned by David E. Zell**, as Trustee of the Trust Agreement dated November 21, 1984 ("Mobile Home Park Owner"), which is located between the right-of-way and adjacent lake.

II. **Lease Agreement**

Pursuant to a Lease Agreement recorded on March 26, 1992 at Official Record Book 19305 at Page 6 of the public records of Broward County, Florida ("Lease Agreement") (enclosed herein), the City is the long-term tenant in a ninety-nine (99) year lease with the Mobile Home Park Owner for certain property located between the City's dedicated right-of-way and the adjacent lake on the mobile home park site ("Leased Property"). In other words, the City is the owner of a portion of the underlying property on which the recreation center and shuffleboard court exist and the tenant of the remainder of the property.

Section 7 of the Lease Agreement expressly recognizes and acknowledges the shuffleboard court and a "rec hall" on the Leased Property. The Town, in accordance with this section, at its sole cost and expense "has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same."

While the Leased Property is vaguely described as that portion of property between the East property line of Prairie Avenue (now SW 31st Place) and the West shoreline of the lake to the East of Prairie Avenue, in our opinion a **professional survey is necessary** to accurately determine the exact location of the North and South boundaries of the legally described Leased Property. Further, a copy of the original sketch/survey described in the Lease Agreement is needed. It is recommended the Town **ascertain the exact location** of the North and South boundaries of the Leased Property **prior** to commencing any additional construction, development or improvement activities on this site.

Further, pursuant to the Lease Agreement, the Town has the right to remove, remodel, and/or construct facilities on the Leased Property, and has the duty to maintain the ground cover, trees, shrubbery, etc. It is important to note that under the Lease Agreement, the Mobile Home Park Owner retains the right of ingress and egress over the Leased Property for the purpose of cleaning and maintaining the lake, and retains the right to maintain, replace, and repair that certain water storage tank located on the Leased Property. Thus, any improvements or construction pursued by the Town on the Leased Property should do so without affecting the retained rights of the Mobile Home Park Owner. Otherwise, the City has the right to utilize the Leased Property for any legitimate municipal and public purposes.

Please contact our office if there is any additional information that we can provide.

JGH:SMS
Enclosures

TITLE SEARCH REPORT

Fund File Number: 1450966

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Goren Cherof Doody & Ezrol, P.A.

Agent's File Reference: PLANAKIS

After an examination of this search the Agent must:

- A.** Evaluate all instruments, plats and documents contained in the report.
- B.** Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.
- C.** Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.
- D.** Determine whether the property has legal access.
- E.** Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.
- F.** Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.
- G.** The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a)** Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b)** Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: October 3, 2023

Attorneys' Title Fund Services, LLC

Prepared by: Norma Maldonado, Commercial Examiner

Phone Number: (800) 336-3863 x6259

Email Address: nmaldonado@thefund.com

TITLE SEARCH REPORT

Fund File Number: 1450966

Effective Date of approved base title information: August 8, 1935

Effective Date of Search: September 28, 2023 at 11:00 PM

Apparent Title Vested in:

Area of Concern appears to lie within the ownership of David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984 and The Flava Fruit Corporation but dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law)

Description of real property to be insured/foreclosed situated in Broward County, Florida.

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING AND BEING IN BROWARD COUNTY, FLORIDA; AND THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST LYING AND BEING IN BROWARD COUNTY, FLORIDA.

and

HOLLYDALE AMEN PLAT 16-49 B THOROUGHFARES DEDICATED TO PUBLIC PER PLAT

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Quit Claim Deed from David Zell aka David E. Zell, Individual to David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984, recorded March 16, 2017 in Instrument Number [114264912](#), Public Records of Broward County, Florida.
2. Warranty Deed from Carl Clark and Dorothy Stuchel Clark to David Zell, Trustee, recorded June 4, 1979 in O.R. Book [8248](#), [Page 695](#), Public Records of Broward County, Florida.
3. Plat from Flava Fruit Corporation to Dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law), recorded September 15, 1935 in Plat Book [16](#), [Page 49](#), Public Records of Broward County, Florida.
4. Quit Claim Deed from J.B. Long, also known as Joseph B. Long and Florence L. Long and Adolph Freedland and Bess E. Freedlund and Walter H. Hellier to The Flava Fruit Corporation, recorded August 8, 1935 in Deed Book 262, Page 478, Public Records of Broward County, Florida.
5. Quit Claim Deed from Walter R. Hellier and Lillian B. Hellier to The Flava Fruit Corporation, recorded August 9, 1935 in Deed Book 262, Page 483, Public Records of Broward County, Florida.

Mortgages, Assignments and Modifications:

1. Nothing Found

TITLE SEARCH REPORT

Fund File Number: 1450966

Other Property Liens:

1. FOR INFORMATIONAL PURPOSES ONLY: 2022 taxes were paid under receipt number LBX-22-00034550, on November 16, 2022, Parcel/Account ID# 5142 20 00 0520, the gross amount being \$57,270.66.
2. Code Enforcement Lien recorded in Instrument Number [118347706](#), Public Records of Broward County, Florida.
3. Liability for possible continuing violation according to Code Enforcement Lien recorded in Instrument Number [118347706](#), Public Records of Broward County, Florida.
4. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded December 9, 2022, under Instrument Number [118564075](#), Public Records of Broward County, Florida.
5. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded June 12, 2023, under Instrument Number [118913104](#), Public Records of Broward County, Florida.

Restrictions/Easements:

1. Rights of the lessees under unrecorded leases.
2. Developer's Agreement recorded in O.R. Book [12213, page 606](#), of the Public Records of Broward County, Florida.
3. Cable Television Agreement recorded in O.R. Book [15678, page 795](#), of the Public Records of Broward County, Florida.
4. Agreement recorded in O.R. Book [31250, page 1854](#) and O.R. Book [33389, page 1939](#), of the Public Records of Broward County, Florida.
5. Bill of Sale recorded in O.R. Book [19775, page 449](#) and O.R. Book [33389, page 1937](#), of the Public Records of Broward County, Florida.
6. Easement Deed recorded in O.R. Book [33389, page 1948](#) and O.R. Book [31250, page 1861](#), of the Public Records of Broward County, Florida.
7. Erosion Control Easement recorded in Instrument Number [112730040](#), of the Public Records of Broward County, Florida. (area of concern is referenced as Rec Center)
8. Lease Agreement with Town of Pembroke Park recorded in O.R. Book [19305, page 6](#), of the Public Records of Broward County, Florida.
9. All matters contained on the Plat of Hollydale, as recorded in Plat Book [6, Page 37](#), Public Records of Broward County, Florida.
10. Agreement recorded in O.R. Book [31237, page 429](#), of the Public Records of Broward County, Florida.
11. Easement Deed recorded in O.R. Book [31237, page 439](#), of the Public Records of Broward County, Florida.

TITLE SEARCH REPORT

Fund File Number: 1450966

12. Erosion Control Easement recorded in Instrument Number [112968532](#), of the Public Records of Broward County, Florida.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

N/A

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *General or special taxes and assessments required to be paid in the year 2023 and subsequent years.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*

TITLE SEARCH REPORT

Fund File Number: 1450966

- (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
- (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
- 8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.**

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

IMPORTANT:

If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
 If you are looking to purchase this property and are not using portability to transfer any capped savings, please use our **Tax Estimator** to determine a more likely estimate of your new amount.
 If you own this home and want to purchase a new home in Florida, try our **Portability Estimator** to see how portability and the additional homestead exemption can help you.
 If you own a home in Florida, and want to see how much portability will save you, try our **Portability Estimator**.

PREVIOUS

NEXT

VIEW MAP

PRINT

NEW SEARCH

PHOTOGRAPHS

BCPA HOME

[Click here to display your 2023 TRIM Notice.](#)

Site Address	2301 SW 31 COURT, PEMBROKE PARK FL 33009	ID #	5142 20 00 0520
Property Owner	DAVID E ZELL TR ZELL, DAVID E TRS	Millage	0613
Mailing Address	140 GREENS RD HOLLYWOOD FL 33021	Use	28-03
Abbreviated Legal Description	20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4		
Owner Alert	If you are the owner of this property, protect your property from scams or fraud by subscribing to BCPA's free Owner Alert Notification service. Please click here to subscribe.		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Click here to see 2022 Exemptions and Taxable Values as reflected on the Nov. 1, 2022 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$3,924,830		\$3,924,830	\$2,877,550	
2022	\$2,945,130		\$2,945,130	\$2,615,960	\$57,270.66
2021	\$2,749,190		\$2,749,190	\$2,378,150	\$53,538.86
2023 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$3,924,830	\$3,924,830	\$3,924,830	\$3,924,830	
Portability	0	0	0	0	
Assessed/SOH	\$2,877,550	\$3,924,830	\$2,877,550	\$2,877,550	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$2,877,550	\$3,924,830	\$2,877,550	\$2,877,550	

Sales History -- Search Subdivision Sales				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
2/22/2017	DRR-T	\$100	114264912	\$10.00	391,882	SF
5/30/1979	WD	\$875,000	8248 / 695	\$0.10	60,113	SF

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				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
06								
R								
96								

If you see a factual error on this page, please [click here to notify us](#).

[Search](#) > [Account Summary](#) > Bill Details

Real Estate Account #514220-00-0520

Owner:
DAVID E ZELL TR
ZELL, DAVID E TRS

Situs:
2301 SW 31 CT

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)



[Get bills by email](#)

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	703198	â€”	0613	\$0.00	PAID  Print (PDF)

If paid by: Nov 30, 2022
Please pay: \$0.00

Combined taxes and assessments: \$57,270.66

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	\$2,615,960.00	\$0.00	\$2,615,960.00	\$14,467.83
VOTED DEBT	0.13840	\$2,615,960.00	\$0.00	\$2,615,960.00	\$362.05
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	\$2,945,130.00	\$0.00	\$2,945,130.00	\$13,108.77
CAPITAL OUTLAY	1.50000	\$2,945,130.00	\$0.00	\$2,945,130.00	\$4,417.70
VOTER APPROVED DEBT LEVY	0.18730	\$2,945,130.00	\$0.00	\$2,945,130.00	\$551.62
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	\$2,615,960.00	\$0.00	\$2,615,960.00	\$85.54
OKEECHOBEE BASIN	0.10260	\$2,615,960.00	\$0.00	\$2,615,960.00	\$268.40
SFWMD DISTRICT	0.09480	\$2,615,960.00	\$0.00	\$2,615,960.00	\$247.99
SOUTH BROWARD HOSPITAL	0.10100	\$2,615,960.00	\$0.00	\$2,615,960.00	\$264.21
CHILDREN'S SVCS COUNCIL OF BC	0.45000	\$2,615,960.00	\$0.00	\$2,615,960.00	\$1,177.18
TOWN OF PEMBROKE PARK	8.50000	\$2,615,960.00	\$0.00	\$2,615,960.00	\$22,235.66
FL INLAND NAVIGATION	0.03200	\$2,615,960.00	\$0.00	\$2,615,960.00	\$83.71
Total Ad Valorem Taxes	21.12040				\$57,270.66

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	DAVID E ZELL TR ZELL,DAVID E TRS	Account	514220-00-0520	Assessed value:	\$2,615,960
Situs:	2301 SW 31 CT	Alternate Key	703198	School assessed value:	\$2,945,130
		Millage code	0613 - PEMBROKE PK 0613		
		Millage rate	21.12040		
2022 TAX AMOUNTS		LEGAL DESCRIPTION		LOCATION	
Ad valorem:	\$57,270.66	20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4		Book, page, item: --	
Non-ad valorem:	\$0.00			Property class:	
Total Discountable:	\$57,270.66			Township: 51	
Total tax:	\$57,270.66			Range: 42	
				Section: 20	
				Use code: 28	

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

[Search](#) > Account Summary

Real Estate Account #514220-00-0520

Owner:
DAVID E ZELL TR
ZELL,DAVID E TRS

Situs:
2301 SW 31 CT

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)



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Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/15/2022** for **\$54,979.83**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill ⓘ	\$0.00	Paid \$54,979.83	11/15/2022	Receipt #LBX-22-00034550	Print (PDF)
2021 Annual Bill ⓘ	\$0.00	Paid \$51,397.31	11/16/2021	Receipt #LBX-21-00046295	Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$47,236.17	11/13/2020	Receipt #LBX-20-00031745	Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$41,196.45	11/12/2019	Receipt #LBX-19-00028129	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$40,617.41	11/13/2018	Receipt #LBX-18-00029634	Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$40,921.35	11/09/2017	Receipt #LBX-17-00021166	Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$41,398.25	11/09/2016	Receipt #LBX-16-00015055	Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$38,298.90	11/13/2015	Receipt #LBX-15-00043588	Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$38,652.58	11/12/2014	Receipt #LBX-14-00028043	Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$39,132.46	11/15/2013	Receipt #13B-13-00001245	Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid \$39,176.46	11/14/2012	Receipt #WWW-12-00012861	Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid \$39,360.09	11/16/2011	Receipt #WC1-11-00001609	Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$40,913.71	11/29/2010	Receipt #WC2-10-00000140	Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$40,218.26	11/18/2009	Receipt #WC1-09-00004940	Print (PDF)
2008 Annual Bill ⓘ	\$0.00	Paid \$44,258.18	11/24/2008	Receipt #2008-7802358	Print (PDF)
2007 Annual Bill ⓘ	\$0.00	Paid \$44,557.24	11/27/2007	Receipt #2007-1800949	Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid \$23,021.55	11/27/2006	Receipt #2006-1800947	Print (PDF)
2005 Annual Bill ⓘ	\$0.00	Paid \$19,744.49	12/12/2005	Receipt #2005-1802630	Print (PDF)
2004 Annual Bill ⓘ	\$0.00	Paid \$18,705.38	11/24/2004	Receipt #2004-1901050	Print (PDF)
Total Amount Due	\$0.00				

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84-432961

ORIGINAL

DEVELOPER'S AGREEMENT

WATER SERVICE

This AGREEMENT, made and entered into at Fort Lauderdale, Broward County, Florida, this 17th day of October, 1984, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY" and THE TOWN OF PEMBROKE PARK.

WITNESSETH

WHEREAS, BROWARD COUNTY is the owner and operator of a water treatment and a sewage or wastewater treatment plant, together with water distribution and sewage or wastewater collection facilities known as BROWARD COUNTY WATER AND SEWER SYSTEM.

WHEREAS, DEVELOPER owns or controls certain property situated, lying and being in Broward County, Florida, as shown and described in EXHIBIT "A" attached hereto and made a part hereof and all reference hereinafter pertaining to DEVELOPER'S property mean the property herein referred to; and

WHEREAS, DEVELOPER is desirous of procuring water and fire protection service from the COUNTY for an area adjacent to S.W. 31st Avenue between Pembroke Road and Carolina St. on the south.

WHEREAS, the parties hereto desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said water service when available by COUNTY to the property hereinabove referred to; and

WHEREAS, this agreement and all stipulations and/or covenants are acknowledged to be subject to the approval of the Florida Department of Health and Rehabilitative Services, the Florida Department of Environmental Regulation, the Broward County Health Department, and any other regulatory agencies having jurisdiction of the subject matter of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree subject to the above provisions in the fifth preamble each with the other as follows:

FOR IT IS
RETURN TO
FRONT RECORDING

12-11-84
73X

94 DEC 21 AM 11:41

NOV 12 12:13 PM '84

Developer Definition

(A) The term "DEVELOPER" includes each and every owner of any parcel of land located within the above described property for the purposes of this agreement.

Obligations of Developer

(B) It will be the obligation of the DEVELOPER, at his expense, to design, construct and install water service lines over, through, under, across and past DEVELOPER'S property in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer, to be approved by the regulatory agencies referred to above and by the COUNTY'S Consulting Engineers and/or Director of Utilities or his designated representative; and said water service lines will be installed and connected to COUNTY'S existing water service lines, all of which work shall be paid for by the DEVELOPER.

Retention of Engineer

(C) DEVELOPER shall, at his expense, retain the services of the same registered professional engineer who prepared plans and specifications for the water service system for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is, at all times, in compliance with accepted sanitary engineering practices and the approved plans and specifications. A copy of each field report shall be submitted to COUNTY as each such inspection is made. Should there subsequently be cause or reason for the DEVELOPER to engage the services of another registered engineer then DEVELOPER must notify the COUNTY within five (5) days of such engagement.

Pre-Construction Meeting

(D) DEVELOPER will arrange to hold a Pre-Construction meeting with the Director of Utilities, or his authorized representative, together with DEVELOPER or DEVELOPER'S engineer or contractor. Notification of said meeting shall be made in writing and received by all parties seventy-two (72) hours in advance, and said meeting will be held at least twenty-four (24) hours prior to start of any/all phases of construction.

Commencement of Work

(E) The work to be performed by DEVELOPER, as above provided for, may not be commenced until all plans and specifications covering the work to be performed are approved in writing by COUNTY'S Consulting Engineer or Director of Utilities, or his authorized representative.

Notification of Inspections & Construction Commencement

(F) DEVELOPER will notify COUNTY before any construction is begun and at the times when inspections will be required. Said notification shall be made in writing and shall be received by COUNTY at least twenty-four (24) hours in advance of the time construction is begun or inspections will be made.

Attendance at Tests and Inspections

(G) During construction and at the time when periodic inspections are required, COUNTY'S Consulting Engineers or Director of Public Works, or his authorized representative, together with DEVELOPER'S engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.

Work to Conform to Regulatory Agencies Requirements

(H) The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies having jurisdiction of the subject matter of this agreement.

Maintenance of Installations

(I) As and when the water service system has been satisfactorily installed, inspected, tested and approved in writing by the DEVELOPER'S engineer, together with the COUNTY'S Consulting Engineers or Director of Public Works, or his authorized representative, COUNTY will thereafter maintain the water service to and only within granted easements upon DEVELOPER'S property without cost to DEVELOPER; provided, the obligations of the COUNTY to maintain the water service system will not take effect until such time as DEVELOPER has conveyed title to said system to COUNTY and furnished the As-Built drawings described in Paragraph (J) below.

As-Built

(J) DEVELOPER shall, at his expense, and at no cost to COUNTY, furnish to COUNTY the complete set of reproducible as-built drawings of the completed works or installations on transparent film base or on such other transparent material as approved by COUNTY plus six (6) sets of as-built prints made from the original as-built drawing. Said as-built drawing on transparent material and the prints shall be certified and sealed by a Florida registered Engineer and shall show all pertinent information thereon. As-built drawing information as to locations, the correct location of all mains, services, grades, invert elevations, heights related to known datum, and all appurtenances belonging to the completed works or installations at option of the COUNTY, shall also be certified and sealed by a Florida registered Professional Land Surveyor. The as-built drawing and all information shown thereon shall be to the approval of COUNTY.

Water System Capacity Charge

~~(K) The Developer will pay to the County the sum of _____ for Water System Capacity charge, based upon the rates set forth in Paragraph (L) herein. Area to be served is _____ acres.~~

~~Not applicable at this time~~

12213ps 608

execution of this agreement by the DEVELOPER. DEVELOPER acknowledges and agrees, however, that said water system capacity charge is subject to change by COUNTY at any time and that the rates or charges due and payable by DEVELOPER shall be those prevailing at the time payment is due for said charges under the terms of this agreement.

Water System Capacity Charges

(B) Water system capacity charges are as set forth hereunder.

CUSTOMER CLASS	WATER CHARGE
Single Family Residence	\$ 535.00 per unit
Multiple Family/Mobile Home	310.00 per unit
Hotel/Motel	265.00 per unit
Recreational Vehicles	240.00 per unit
Commercial/Municipal/Institutional (C/M/I):	
Determined by meter size (S)	
5/8" & 3/4"	\$ 535.00 per meter
1"	1,338.00 per meter
1 1/2"	2,675.00 per meter
2"	4,280.00 per meter
3"	8,560.00 per meter
4"	13,375.00 per meter
6"	26,750.00 per meter
8"	42,800.00 per meter
10"	61,525.00 per meter
12"	82,925.00 per meter

C/M/I system capacity charges for meters larger than 12 inches will be based upon relative meter capacities.

Each swimming pool shall be considered as one commercial unit for the purpose of computing these system capacity charges.

Should COUNTY or the Director of Public Works and/or the Director of Water and Wastewater Division or their authorized representative determine that the safe maximum operating capacity (as in accordance with ASMA Standards) of a meter is exceeded or may be exceeded, the COUNTY shall retain the authority to require the appropriate action.

~~The entire shall be completed upon a Plan furnished by DEVELOPER, the identity of which plan is incorporated in this agreement as EXHIBIT "B" attached hereto and made a part hereof. Any variation in said plan by DEVELOPER will give COUNTY the option of cancelling this agreement and requiring DEVELOPER to execute a new agreement in order to obtain service.~~

PROJECT INSPECTION FEE

(N) DEVELOPER will pay to COUNTY the sum of Six Thousand Forty Eight Dollars and Twenty Six cents

(\$ 6,048.26) for project inspection fee. Said project inspection fee shall be due and payable upon execution of this agreement by the DEVELOPER. This fee is calculated as set forth in "EXHIBIT "E" attached hereto and made a part hereof.

DEVELOPER agrees to pay at the rate of \$28.50 per hour per inspector for overtime inspections made by COUNTY'S inspectors. Overtime shall mean anytime outside of 8:30 a.m. to 5:00 p.m., Monday through Friday. All overtime charges shall be billed to DEVELOPER and are to be paid prior to the acceptance of the installations by COUNTY. Failure to pay overtime charges can result in the Certificate of Occupancy to be withheld by COUNTY and water and sewage/wastewater collection services denied to DEVELOPER.

FAILURE TO EXECUTE

(N) Failure of DEVELOPER to execute this Agreement and to return same to COUNTY within 45 days after the date this Agreement was mailed to DEVELOPER shall result in its withdrawal by COUNTY.

NO SERVICE UNLESS ACCEPTED BY COUNTY

(O) Under no circumstances shall COUNTY provide water service to an area encompassed under a DEVELOPER'S agreement when, in fact, that area has not been completed, tested, certified, approved and accepted by COUNTY and As Built drawings provided.

DISCLOSURE

(P) DEVELOPER hereby agrees to make full disclosure to any party purchasing all or any part of the property encompassed by this Agreement as to the terms hereof, with particular reference to the charges set forth in Paragraph (L) above and the rates set forth in EXHIBIT "C" attached hereto and made a part hereof.

EFFECT OF DELAY - DAMAGES

(Q) If for unforeseen circumstances, including but not limited to actions of any other governmental or regulatory agency, the proposed development is abandoned, terminated or caused to be cancelled short of full completion, it is mutually agreed by the parties hereto that this agreement is voidable at COUNTY'S option and if so voided by COUNTY, any and all monies paid by DEVELOPER to COUNTY under this agreement shall serve as liquidated damages to COUNTY, and no refund of any type, monetary or otherwise shall accrue to DEVELOPER. Failure to continue or proceed with construction in a meaningful manner for a consecutive period of one hundred eighty (180) days shall be deemed to be an abandonment or termination. "Meaningful" as used herein, is defined as proceeding with construction in a normal manner customary and common in the trade.

MA 12213M 610

(A) Upon completion, approval and acceptance of the work required to be done DEVELOPER will, without cost to COUNTY:

Easement

(1) Convey at no cost to COUNTY, its successors or assigns by good and sufficient easement deed in a form satisfactory to COUNTY a perpetual right, easement and privilege to operate, maintain and repair or replace all water mains, pipes, connections, hydrants, valves and meters up to and only within granted easements upon DEVELOPER'S property in connection with supplying water service to the inhabitants, occupants and customers in DEVELOPER'S property and secure for each mortgage and lienor a release of mortgages and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water mains, pipes, connections, pumps and meters within the easement; and

Bill of Sale Absolute

(2) Transfer at no cost to COUNTY by BILL OF SALE ABSOLUTE all DEVELOPER'S right, title and interest in and to all of the water supply lines, pipes, connections, pipes, valves, meters and equipment installed in right-of-way of the County and within granted easements upon the lands described in EXHIBIT "A" attached hereto and made a part hereof, for the purpose of supplying water service for the inhabitants, occupants and customers in DEVELOPER'S property. Said BILL OF SALE ABSOLUTE shall be written in such a form as approved and accepted by COUNTY and

Affidavit Nonexisting Liens

(3) Furnish COUNTY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material used directly or indirectly in the construction of the work required to be performed by this agreement have been paid. Said AFFIDAVIT shall be written in such a form as approved and accepted by COUNTY; and

(4) Furnish COUNTY with a FINAL RELEASE OF LIENS releasing all liens which might have on the works/installations. Said Final Release of Liens shall be written in such a form as approved and accepted by COUNTY.

(5) Furnish COUNTY with RELEASE OF LIENS from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

(6) Furnish COUNTY with all manufacturers warranties which DEVELOPER might have received or is due to receive on any part of the installations.

(7) Furnish COUNTY with a letter stating the cost of the installations under this agreement. Said COST LETTER shall be written in such a form as approved and accepted by COUNTY.

Payment of Applicable Charges

(8) Pay to the COUNTY any and all applicable charges which shall be due and payable prior to connection to COUNTY'S water system.

(A) COUNTY further covenants and agrees with DEVELOPER pursuant to Section II (A) (1), (2), (3), (4), (5), (6), (7), and (8) above as follows:

County to Furnish Water

(1) COUNTY shall make its best efforts to furnish water of the quality and quantity meeting the standards required by the Florida Department of Health and Sanitation Services, the Broward County Health Department and any other regulatory agency having jurisdiction; and

Water Pressure

(2) COUNTY shall make its best efforts to supply, at all times for the use of each of the properties connected to its water system a quantity of water under adequate pressure satisfactory for domestic use at the customer's side of the meter; and

Service Only After Title Given to County

Provided, the obligation of the COUNTY to furnish service other than construction water shall not arise until DEVELOPER has completed construction of the facilities required to be constructed by DEVELOPER pursuant to this agreement and has conveyed title to said facilities to COUNTY as provided herein.

IV

(A) It is mutually covenanted and agreed by and between the parties as follows:

Exclusive Right to Service

(1) COUNTY shall have the exclusive right to furnish water service to consumers within the area covered by this agreement; and

Duty to Comply to Agreement

(2) DEVELOPER shall do all things and make all installations and perform all work in accordance with the terms of this agreement; and

Prohibition of Wells

(3) DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER'S property are hereby prohibited from installing or maintaining any water wells except for irrigation purposes; and

Promulgation of Rules, Rates, Etc. by COUNTY

(4) COUNTY shall have the right to promulgate from time to time enforceable rules and regulations relating to furnishing of water service to consumers and/or DEVELOPER within the area encompassed by this agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue service under certain conditions. The water rates to be charged by COUNTY to said consumers and/or DEVELOPER shall be the rates now or hereafter charged to other consumers within the area of service of BRUARD COUNTY WATER AND SEWER SYSTEM. The rates being charged at the time of execution of this agreement are set forth in EXHIBIT "C" attached hereto and made a part hereof; and DEVELOPER acknowledges and agrees that the rates as set forth in said EXHIBIT "C" are subject to change at any time by COUNTY and that said new rates shall be considered as incorporated by reference and a part of this agreement upon COUNTY'S notifying DEVELOPER of said new rates; and

Maintenance of Fixtures Only Within Easements

(5) COUNTY shall not be liable or responsible for the maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the consumers or users on DEVELOPER'S property other than the water service lines within the easements granted to COUNTY pursuant to Paragraph II (A) (1); and

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Maintenance Within Consumer's Property

(6) Each customer of water service on DEVELOPER'S property shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot occupied by the customer in good order and condition. The sale of water by COUNTY to the customer shall occur at the customer's side of the meter; and

No Distribution from Fire Hydrants

(7) No water from COUNTY'S water distribution system is to be used or disbursed through fire hydrants or water mains by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating COUNTY for such water; and

Temporary Cessations of Service

(8) Any temporary cessations or interruptions of the furnishing of water service to the property described herein at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, Civil or Military Authority, riots or other cause beyond the control of the COUNTY, shall not constitute a breach of the provisions contained herein or impose liability upon the COUNTY by the DEVELOPER, his successors and assigns; and

Invalidation

(9) If any section, subsection, sentence, clause, phrase or portion of this agreement is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Zoning Regulations

DEVELOPER hereby acknowledges that zoning regulations in existence upon the execution of this agreement by COUNTY are subject to change upon the approval and implementation of COUNTY'S Land Use Plan, and DEVELOPER hereby covenants and agrees that by virtue of the terms and conditions of this agreement and any expenditures made in reliance thereon, that DEVELOPER is not acquiring any estoppel or vested rights in his intended use of said property as exists prior to the approval and implementation of COUNTY'S Land Use Plan.

VI

Successors and Assignments

(A) The provisions of this Agreement shall be binding upon and inure to the benefit of successors in title to the real property described in this Agreement as being owned by DEVELOPER. However, any other assignment or transfer of DEVELOPER'S rights and obligations under this Agreement is hereby prohibited without the prior written consent of COUNTY.

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(B) This Agreement is being recorded among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER'S property connected to or to be connected to said water system of COUNTY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties of this Agreement in the execution thereof; and the acquisition or occupancy of property in DEVELOPER'S property connected to or to be connected to the said water system of COUNTY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

VII

Installations to be made by DEVELOPER

DEVELOPER shall install at his expense and at no cost to COUNTY 173 L.F. of 12" Water Main, 338 L.F. Service Pipe, 4 Fire Hydrants, Gate Valves, Service Fittings and restoration which shall be constructed to specifications and standards approved by COUNTY and as shown on the drawings prepared by Robert H. Miller & Associates, 4800 S.W. 64th Ave., Ft. Lauderdale, FL 33314 titled WATER PLAN FOR TOWN OF PEMBROKE PARK.

On Feb 1, 1983, recorded in the office of the Broward County Public Works Department, Water & Wastewater Division, as Drawing No. 1220-71-035 which drawing is incorporated by reference herein and made a part of this Agreement. A copy of which is being acknowledged.

Upon satisfactory completion of said water mains, DEVELOPER shall convey title of same to COUNTY, at no cost to COUNTY, by BILL OF SALE ABSOLUTE in accordance with the terms of Paragraphs (A), (1), (2), (3), (4), (5), (6) and (7) herein.

VIII

Notice to Parties

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified as the place for giving of notice, shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to-wit:

FOR BROWARD COUNTY:

2401 S. 17TH AVE. 1ST FLOOR
FORT LAUDERDALE, FLA. 33306

FOR DEVELOPER:

Town of Pembroke Park
3152 S.W. 52nd Ave.
Pembroke Park, FL 33023

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States registered mail.

It is mutually agreed that the COUNTY shall be held harmless from any and all liability for damages if COUNTY'S obligations under this agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this agreement shall be null and void and unenforceable by either party.

In this agreement, sewage shall mean the same as wastewater and the reverse shall mean the same. Sewage collection system shall mean the same as wastewater collection system.

This DEVELOPER'S AGREEMENT is to terminate and be of no further force and effect upon completion of all of the terms and obligations hereunder to be performed by the parties hereto providing all the installations are completed within twelve months from the date of this DEVELOPER'S AGREEMENT. Should the installations not be completed within that time period then COUNTY has the right to grant or refuse an extension of time at it's option depending upon the circumstances prevailing. Should COUNTY elect to refuse an extension of time then this agreement becomes voidable and all monies paid by DEVELOPER under this agreement shall be retained by COUNTY as liquidated damages and no refund shall accrue to DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first herein above written.

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

Margaret A. Hatten

Phyllis J. Flanagan

Scott Cowan Chairman
Attest: *Cheryl Bue*
Date: 12-12-84

Approved as to form:

Susan F. DeLeon

Clerk of Board for Broward County

Larry Lyons Johnson
Clerk of Board for Broward County

Signed, sealed and delivered
in the presence of:

Walter Hays
Attest

Barbara R. Powell
Attest

Hilda Wynn
Attest

Barbara R. Powell
Attest

DEVELOPER

TOWN OF PEMBROKE PARK

Dottie Johnston
Mayor Dottie Johnston

Date: October 17, 1984

Daniel J. Hoffman
Clerk-Commissioner Daniel J. Hoffman

Date: October 17, 1984

(Seal)

-10-

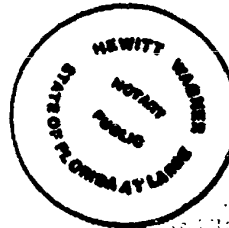
STATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY, That on this day before me personally
appeared Dottie Johnston and Daniel J. Hoffman
as Mayor and Clerk-Commissioner respectively of THE TOWN OF PEMBROKE
PARK
to me known to be the person(s) described in and who executed the fore-
going agreement and severally acknowledged the execution thereof to be his
free act and deed for the uses and purposed therein expressed.

SWORN TO AND SUBSCRIBED before me this 17th day of
October, A. D., 1984.

Hewitt Warner
Notary Public

My Commission expires: Oct. 2, 1986



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EXHIBIT "A"

DESCRIPTION OF PROPERTY WHICH CONSTITUTES
THE SUBJECT MATTER OF THIS AGREEMENT

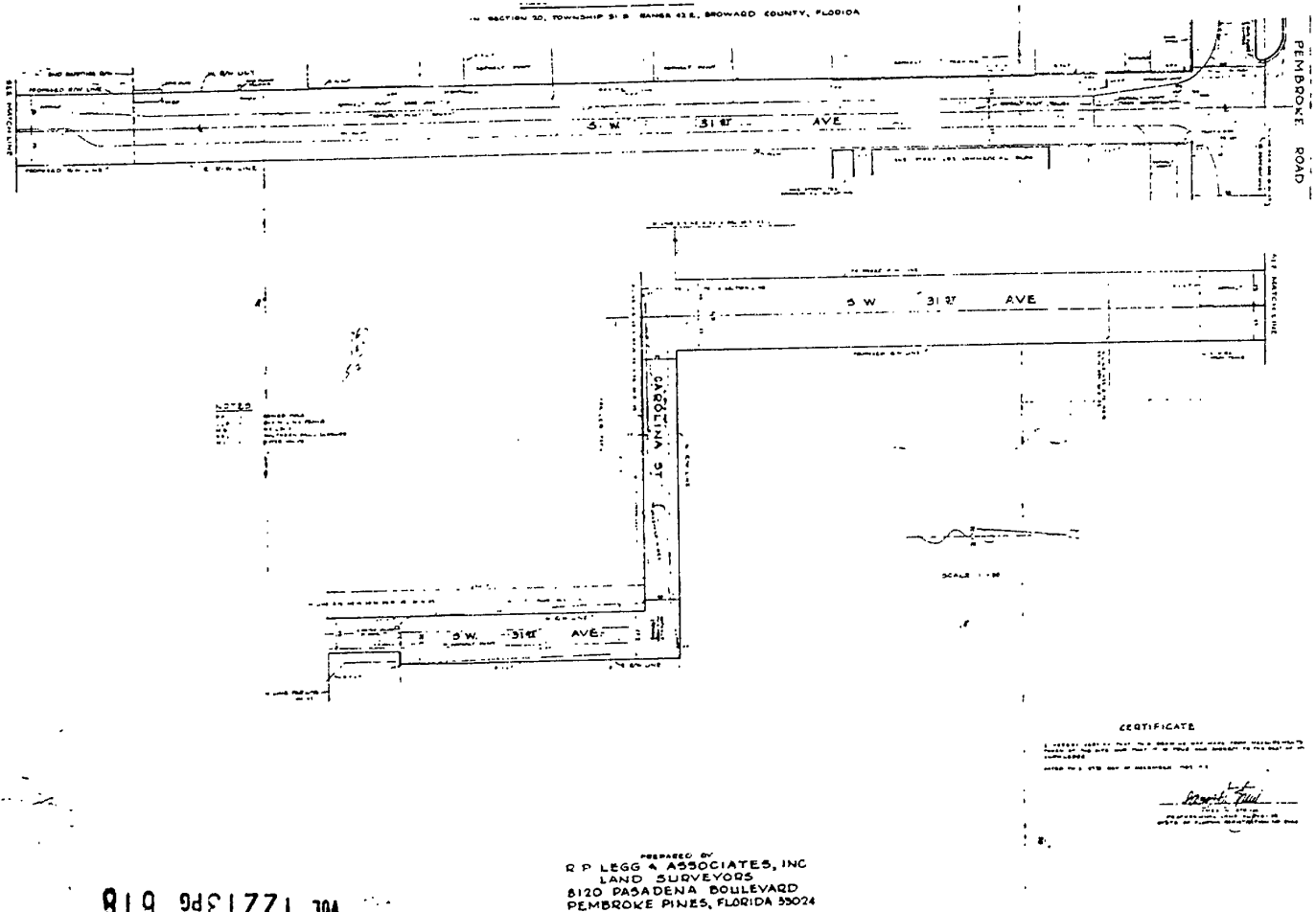
S.W. 31st Ave. from Carolina St. to Pembroke Road within the Town of Pembroke Park, Florida as shown on Robert H. Miller & Associates prints titled "Water Plan" for Town of Pembroke Park consisting of 4 sheets numbered 1 thru 4 dated Feb. 1, 1983, Project No. 195.11-83 Drawing Nos. W-1, W-1 ,WD-1 and SP-1 located in Section 20, Township 50 South, Range 42 East.

Area to be served _____ acres.

Broward County Water & Wastewater Division Drawing No. 1220-71-035

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ALIGNMENT BETWEEN TOWN PEMBROKE PARK & COUNTY



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EXHIBIT "C"

RATE SCHEDULE OF MONTHLY CHARGES FOR WATER SERVICE FOR DIVISION
OF WATER & WASTEWATER PER RESOLUTION ADOPTED BY THE BOARD OF
COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983. RATES EFFECTIVE OCTOBER
1, 1983

RESIDENTIAL RATE (PER UNIT)*

Minimum monthly charge.....\$ 3.96 per month
Gallorage charge on all gallons.....\$0.94 per 1,000 gallons

COMMERCIAL, MUNICIPAL, PUBLIC SCHOOL & PUBLIC HOSPITAL (C/W/I RATE)

Gallorage charge on all gallons.....\$0.94 per 1,000 gallons

Minimum Monthly Charges (By Meter Size(s))

<u>Meter Size</u>	<u>Minimum Monthly WATER CHARGE</u>
5/8" / 3/4"	\$ 3.96
1"	8.27
1 1/2"	15.45
2"	24.08
3"	47.09
4"	72.97
6"	144.86
8"	231.12
10"	331.77
12"	446.79

Meters larger than 12 inches will have monthly charges based upon
relative meter capacities.

MULTIPLE FAMILY & MOBILE HOME RATE (PER UNIT)*

Minimum monthly charge \$ 2.74 per month
Gallorage charge on all gallons..... \$ 0.94 per 1,000 gallons

HOTELS AND MOTELS (PER UNIT)

Minimum monthly charge..... \$ 2.51 per month
Gallorage charge on all gallons..... \$ 0.94 per 1,000 gallons

RECREATIONAL VEHICLES (PER UNIT)*

Minimum monthly charge..... \$ 2.37 per month
Gallorage charge on all gallons..... \$ 0.94 per 1,000 gallons

*Mobile homes, townhouses, and recreational vehicles using individual meters
will be considered as Residential Units.

EXHIBIT "C"

(continued)

PRIVATE FIRE PROTECTION CHARGES

<u>Connection Size</u>	<u>Monthly Charge</u>
5/8" / 3/4"	\$ 1.69
1"	2.69
1 1/2"	4.36
2"	6.36
3"	11.70
4"	17.71
6"	34.40
8"	54.42

TEMPORARY METER DISCONNECT CHARGE

Monthly temporary disconnect charge equals the minimum monthly charge(s) for water and/or wastewater for the applicable customer class. For owners disconnecting, the temporary meter disconnect monthly charge will be billed unless proof of transfer of owner's title is provided in which event the billing will be made to the subsequent owner. For renters and other accounts not in the owner's name, at the time of disconnecting, the temporary meter disconnect monthly charge will be billed to the owner.

RATE SURCHARGES FOR WATER CONSERVATION PROGRAM

Surcharges to be applied to water gallonage rate of \$0.94 per 1,000 gallons when deemed necessary by the Board of County Commissioners.

<u>Percent Reduction in Water Usage Required</u>	<u>Percent Surcharge Applied to Water Gallonage Charge</u>	<u>Equivalent Water Gal- lonage Rate with Surcharge per 1000 gallons</u>
0%	0%	\$ 0.94
10%	25%	\$ 1.18
25%	63%	\$ 1.53
50%	125%	\$ 2.12

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EXHIBIT "D"

RATE SCHEDULE OF MONTHLY CHARGES FOR WASTEWATER SERVICE FOR DIVISION OF WATER & WASTEWATER PER RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983. RATES EFFECTIVE OCTOBER 1, 1983.

RESIDENTIAL RATE (PER UNIT)*

Minimum monthly charge\$ 7.22 per month
Gallonge charge on 0-12,000 gallons.....\$ 1.15 per 1,000 gal.
Gallonge charge over 12,000 gallons.....NO ADDITIONAL CHARGE

COMMERCIAL, MUNICIPAL, PUBLIC SCHOOL & PUBLIC HOSPITAL (C/M/I) RATE

Gallonge charge on all gallons\$ 1.15 per 1,000 gallons

Minimum Monthly Charges (By Meter Size(s))

<u>Meter Size</u>	<u>Minimum Monthly Wastewater Charge</u>
5/8" / 3/4"	\$ 7.22
1"	\$ 16.46
1 1/2"	\$ 31.88
2"	\$ 50.37
3"	\$ 99.70
4"	\$155.19
6"	\$309.33
8"	\$494.34
10"	\$710.11
12"	\$956.73

Meters larger than 12 inches will have monthly charges based upon relative meter capacities.

MULTIPLE FAMILY & MOBILE HOME RATE (PER UNIT)*

Minimum Monthly charge\$ 4.87 per month
Gallonge charge on 0-6,000 gallons.....\$ 1.15 per 1,000 gallons
Gallonge charge over 6,000 gallons.....NO ADDITIONAL CHARGE

HOTELS AND MOTELS (PER UNIT)

Minimum monthly charge\$ 4.53 per month
Gallonge charge on 0-6,000 gallons\$ 1.15 per 1,000 gallons
Gallonge charge over 6,000 gallonsNO ADDITIONAL CHARGE

RECREATIONAL VEHICLES (PER UNIT)*

Minimum monthly charge\$ 3.80 per month
Gallonge charge on 0-6,000 gallons.....\$ 1.15 per 1,000 gallons
Gallonge charge over 6,000 gallonsNO ADDITIONAL CHARGE

INDUSTRIAL WASTEWATER SERVICE RATE

To be determined on an individual basis according to the volume and characteristics of wastewater by special agreement.

* Mobile Homes, Townhouses and Recreational Vehicles on individual meters will be considered as Residential Units.

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EXHIBIT "E"

RATE SCHEDULE OF OTHER CHARGES FOR WATER AND WASTEWATER SERVICE FOR BROWARD COUNTY DIVISION OF WATER & WASTEWATER ACCORDING TO RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983 AND EFFECTIVE OCTOBER 1, 1983.

WATER AND WASTEWATER SYSTEM CAPACITY CHARGES

<u>Customer Class</u>	<u>Water Charges</u>	<u>Wastewater Charges</u>
Single Family Residence	\$ 535.00 per unit.....	\$ 410.00 per unit
Multiple Fam/Mobile Homes.....	310.00 per unit.....	255.00 per unit
Hotel/Motel	265.00 per unit.....	235.00 per unit
Recreational Vehicles.....	240.00 per unit.....	185.00 per unit

C/M/I (By meter size (s))

Meter Size

5/8" & 3/4"	\$ 535.00 per meter	\$ 410.00 per meter
1"	1,338.00 per meter	1,025.00 per meter
1 1/2"	2,675.00 per meter	2,050.00 per meter
2"	4,280.00 per meter	3,280.00 per meter
3"	8,560.00 per meter	6,560.00 per meter
4"	13,375.00 per meter	10,250.00 per meter
6"	26,750.00 per meter	20,500.00 per meter
8"	42,800.00 per meter	32,800.00 per meter
10"	61,525.00 per meter	47,150.00 per meter
12"	82,925.00 per meter	63,550.00 per meter

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WATER METER INSTALLATION CHARGES AND APPLICABLE CUSTOMER DEPOSITS

<u>Meter Size</u>	<u>Meter Installation Charge (Includes Turn-On)</u>	<u>Customer Deposit WATER</u>	<u>Customer Deposit WASTEWATER</u>
5/8" & 3/4"	\$200.00	\$ 25.00	\$ 25.00
1"	300.00	65.00	65.00
1 1/2"	475.00	100.00	100.00
2"	630.00	160.00	160.00

Meter installation charges shown above do not include permit fees, road impairment fees, etc. which will be passed through to the customer. Meter installation charge for meters over 2 inches is based upon actual cost of installation.

Customer deposits for meters larger than 2 inches will equal the estimated billing for two (2) months.

METER TURN-ON/TURN-OFF/METER READ CHARGES

Turn-On	\$15.00 per turn
Turn-Off	NO CHARGE
Read Charge (sewer only customers)	\$15.00 per read

METER RE-READ CHARGE

Reread charge	\$ 15.00 per re-read
Not applicable if initial reading was incorrect	

METER TESTING CHARGE

Testing charge	\$ 20.00 per test
Not applicable if meter is inaccurate by AWWA standards	

EXHIBIT "E"
(continued)

TEMPORARY METER DISCONNECT CHARGE

Monthly temporary disconnect charge equals the minimum monthly charge(s) for water and/or wastewater for applicable customer class. For owners disconnecting, the temporary meter disconnect monthly charge will be billed unless proof of transfer of owner's title is provided in which event the billing will be made to the subsequent owner. For renters and other accounts not in the owner's name, at the time of disconnecting, the temporary meter disconnect monthly charge will be billed to the Owner.

PROJECT PLAN REVIEW FEE

The Division's Engineering Section will estimate the construction cost of the project to be reviewed based on the project owner's approved quantity takeoff.

A one-time fee of 0.5 percent of the estimated project construction cost will be charged to the project owner, due and payable prior to approval of project owner's plans. MINIMUM CHARGE TO OWNER IS \$20.00.

PROJECT INSPECTION FEE

The Division's Engineering Section will estimate the construction cost of the project to be inspected. An inspection fee will be charged to the Project owner. For project cost (p.c.) less than \$75,000, the inspection fee will equal $p.c. \times [0.2(75,000 - p.c.)/75,000 + 0.054]$. Where p.c. is equal to or greater than \$75,000, the inspection fee will be $p.c. \times 0.054$.

Project owner will pay all inspection overtime at a rate of \$22.50 per hour per inspector. These fees to be billed to project owner periodically, and must be paid in full prior to issuance of a Certificate of Occupancy.

SEPTAGE CHARGES

Septage Charges.....\$ 10.85 per 1,000 gallons
Equivalent to \$ 0.13 per hundredweight

LABOR AND MATERIAL CHARGES BY DIVISION OF WATER & WASTEWATER FOR SERVICES OUTSIDE THE DIVISION.

- Labor charges, straight time.....\$ 15.00 per hour
Labor charges, overtime.....22.50 per hour
Material charges.....120% of actual cost.

CHARGE FOR MINIMUM CONSTRUCTION STANDARDS BOOK

Construction Standards book.....\$ 9.50 per copy.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

88316639

CABLE TELEVISION AGREEMENT

AGREEMENT, dated as of April 18, 1988 between
Storer Cable TV of FL, Inc., a Florida corporation (the "Company"),
and Bamboo LAKES; Dave Zell Justice, a
corporation (the "Customer").

The parties agree as follows:

1. INSTALLATION

(a) The Company agrees to provide all labor, materials and equipment (the "Equipment") necessary to design, install, upgrade and/or maintain a cable television system on Customer's property located at 2430 Charles Rd. Pembroke Pines, FL, known as Bamboo Lakes, the legal description of which is attached hereto as Exhibit A (the "Premise"). It is hereby understood and agreed that this Agreement covers only the installation and/or maintenance of the Equipment to be provided in connection with the services rendered by the Company. All services available and rates applicable thereto shall be set forth in another form or document to be provided to the Customer or to any individual residents on Customer's Premises, as the case may be.

(b) Installation of any Equipment shall be in accordance with plans and specifications approved by the Customer prior to any such installation. Such plans and specifications shall adequately set forth the nature and description of the Equipment to be installed and the appropriate location of installation.

(c) The Company shall be responsible for the restoration of the Premises to the original condition of the Premises at the time of Company's installation or repair, including, but not limited to, restoration of any and all landscaping, roadway improvements or other conditions which existed at the time of the cable television installation or repair.

(d) The Company shall be responsible for all repairs of cable television equipment installed hereunder, and any and all required repairs shall be done in a timely and workmanlike fashion.

(e) Arrangements for installation, hook-ups, servicing, billing and disconnection shall be made directly with the Company, and the Company shall provide Customer (or the individual residents of the Premises, as the case may be), with an Order Confirmation Form, Work Order, or other similar document setting forth the applicable rates, installation charges and other terms.

(f) Legal title to the Equipment installed on the Premises shall at all times be and remain vested in the Company.

2. EASEMENT AND ACCESS: The Customer hereby grants the Company an easement to come onto the Premises at any and all times for the purpose of installing, maintaining, repairing or removing any equipment in connection with the cable television service provided hereunder. A Grant of Easement shall be completed by the parties and duly recorded by Company in the county in which the Premises are located. The Customer shall provide the Company with the legal description of the Premises, as well as any and all information necessary to accurately complete the Grant of Easement in the form attached hereto as Exhibit B. In addition, Customer shall provide the Company, its engineers, technicians, installers, agents and other employees with sufficient access to enter upon the Premises for the purpose of installing, maintaining, repairing or removing its Equipment in connection with the services provided hereunder.

1-55
STORER CABLE TV OF FL
1000 S. 1st St.
Pembroke Pines, FL 33009

→ STORER Cable TV of Fla

Aug 9 4 19 PM '88

BK15678PC 795

800
338
795

3. **MARKETING PRIVILEGES:** When cable television service becomes available to the Premises, the Customer agrees to grant the Company, its agents and employees, the right of access to the Premises of any and all times in order to solicit residents, distribute marketing brochures, and erect displays on the Premises for the purpose of selling cable television service on the Premises. The Company agrees to cooperate fully with any instructions by the Customer in connection with such solicitation. Property may lack common area for said displays.

4. **REPRESENTATIONS AND WARRANTIES:** The Customer represents and warrants that he is the legal owner of the Premises, or a duly authorized representative of the Owner and as such is authorized to enter into and perform this Agreement, and further that, the execution and performance of this Agreement does not conflict with or violate any other instrument, document or obligation of the Customer, either contractual or otherwise, including any judgement, order or decree of any court or governmental agency.

5. **INDEMNIFICATION:** The Company agrees to indemnify and hold Customer harmless from and against any and all claims, loss, liability or damages to persons or property that may arise in connection with Company's installation, maintenance, repair or removal of the cable television service to Premises and shall maintain adequate comprehensive liability insurance in connection with its obligations under this provision. The Customer agrees to indemnify and hold the Company harmless from any and all claims, damages, liabilities or expenses arising out of or in connection with the negligence or willful misconduct of Customer, Customer, its agents, employees, invitees or any other person legitimately on the Premises.

6. **INTERRUPTION OF SERVICE:** The Company shall not be liable for any failure or interruption of program transmission or service resulting in part or entirely from circumstances beyond the Company's reasonable control, including, but not limited to, denial of poles or other facilities by any telephone or power company, fire, flood, hurricane, adverse strike, weather, or any military or government order restricting or prohibiting the operation of the cable television system on the Premises.

7. **TERM:** The term of this Agreement shall be for an initial period of seven (7) years and shall continue in full force and effect from year to year thereafter unless terminated by either party, by giving the other party written notice of termination no less than ninety (90) days prior to the expiration of the initial term of any subsequent one-year term.

8. **GENERAL:**

- (a) All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) The provisions of this Agreement shall not be changed, altered, amended or otherwise modified, except by an agreement in writing, executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

(NAME OF CUSTOMER)

Benson Lake
2430 Charles Rd P.P. Inc 33009

By:

[Signature]
Authorized Signature

STORER CABLE

P.O. LC 69-4695

Miami, FL 33169

STORER CABLE TV of Florida, INC.

(NAME OF CABLE SYSTEM)

[Signature]
Authorized Signature

TOTAL NUMBER OF UNITS: 95

DAVE ZELL

1105 No. 49th Ave.
Beverlywood, FL 33021

M.A. Inc



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES OCT. 8, 1991.
I AM NOT A NOTARY PUBLIC UNDERWRITER.

BK15678PC 796

SCHEDULE 1

LEGAL DESCRIPTION
OF PREMISES

West $\frac{1}{2}$ of North East $\frac{1}{4}$ of South East $\frac{1}{4}$ of South East $\frac{1}{4}$ Section 20
T.S. 51 South Range -42 Broward County

BK15678PG 797

EXHIBIT B

GRANT OF EASEMENT

The undersigned, DAVID ZELL, TRUSTEE,
a _____ corporation (the "Grantor"), as the legal
owner of the Premises, or a duly authorized representative of the Owner, hereby grants
to STORER CABLE TV OF FLORIDA, INC.,
a FLORIDA corporation (the "Grantee"), its
successors and assigns, an easement to come onto the Premises, the legal description
of which is attached hereto as Schedule I, for the purpose of constructing, installing,
maintaining, repairing or removing any equipment in connection with the cable television
service provided by Grantee to Grantor's Premises.

In connection with the granting of such easement, Grantee agrees to install, maintain
or remove its equipment in an orderly manner with as little inconvenience as possible
to Grantor's Premises and agrees further to restore any areas disturbed to the original
condition of the Premises prior to any such installation, repair or removal of its equipment.
In the event the Agreement is terminated or the property is substantively
changed from its present use as a 95 unit Mobile Home Park the Grantee
agrees to IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on this
release in _____ day of _____, 198____.
recordable _____
form this
easement.

WITNESSES:

[Signature]
[Signature]

[Signature]
(Grantor)

STATE OF FLA.

COUNTY OF Broward

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

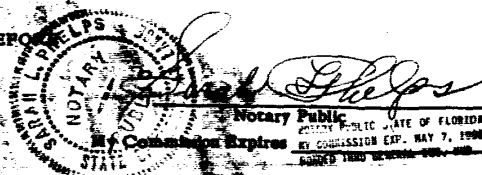
BR15678PC 798

Before me appeared DAVID ZELL, to me known
and known to me to be the person who is duly authorized to execute the above instrument
and who acknowledged to me that he/she executed the same.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19th DAY OF
April, 1988.

Preparer:

RICK OGRODOWSKI
8841 Coconut Dr.
Miramar Isles, Fla



DOCUMENT COVER PAGE



INSTR # 100805142

OR BK 31237 PG 0429

RECORDED 02/01/2001 02:30 PM

COMMISSION

BROWARD COUNTY

DEPUTY CLERK 1033

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description:

AGREEMENT

(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by:

TOWN OF PEMBROKE PARK

To:

WILLIAM CORRIGAN and CLARA H. CORRIGAN, Co-Trustees U/A/D

3/25/91 M/B WILLIAM CORRIGAN

Brief Legal Description:
(if applicable)

All of Blk 2, All of Blk 3, HOLLYDALE AMENDED, PB 16/49 and

Lot 16, Blk 2, HOLLYDALE, PB 6/37

→ Return Recorded Document to:
(Name & Address)

→ **RYAN & RYAN, P.A.**
WILL CALL BOX 60

~~LAW OFFICES OF RYAN & RYAN, P.A.~~
~~700 East Dania Beach Boulevard, Third Floor~~
~~Dania Beach, Florida 33004-3090~~

AGREEMENT

This is an Agreement between TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida, hereinafter referred to as "TOWN", and WILLIAM CORRIGAN and CLARA H. CORRIGAN, as CO- TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, P.O. Box 353, Dania, Florida 33004, hereinafter referred to as "CORRIGAN".

WHEREAS, TOWN currently maintains a surface water drainage system within its municipal boundaries for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, TOWN intends to make changes and improvements to the surface water drainage system to alleviate flooding in TOWN during periods of heavy rainfall; and

WHEREAS, CORRIGAN is the owner of real property located within the municipal boundaries of TOWN, hereinafter referred to as subject property, as more fully described in the attached Exhibit "A", and desires to assist TOWN in the implementation of the surface water drainage improvements; and

WHEREAS, TOWN's consultant engineers have designed improvements to the surface water drainage system which require construction and maintenance of drainage pipelines and related improvements for the transfer of surface water and the use of lakes on CORRIGAN's real property for temporary surface water storage; and

WHEREAS the parties desire to enter into a written agreement providing the terms and conditions for the use of CORRIGAN's real property by TOWN for surface water drainage easements, surface water storage and related matters.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, TOWN and CORRIGAN hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Agreement by reference herein.

2. CORRIGAN grants to TOWN a non-exclusive, perpetual right-of-way and easement through, under, across and upon the real property described in the attached Exhibit "B" for the purpose of installation, construction, alteration, maintenance and operation of drainage pipelines and all other necessary and convenient appurtenances thereto for the purpose of conveying surface water, with the full right of ingress and egress across the subject property of CORRIGAN to service the

drainage pipelines and all parts thereof.

3. CORRIGAN grants TOWN the right, authority, estate, interest, easement and privilege of impounding, raising, flowing and drawing off the waters of the lakes located on CORRIGAN's real property as more fully described in attached Exhibit "A" for the purpose of surface water management within the boundaries of the TOWN.

4. CORRIGAN grants TOWN the right to enter the lakes from time to time and clear, destroy or otherwise dispose of any natural growth and any obstructions, accumulations, or any other things that would in any way interfere with surface water control, or tend to render inaccessible or unsafe the lakes for surface water control.

5. The parties agree TOWN may enter upon such lakes and perform such work as, in the discretion of TOWN, may be necessary to carry out an adequate program of pest control.

6. TOWN shall, at its expense, have the responsibility to obtain any and all permits, if any, required by the appropriate local, state and federal governmental entities to allow the completion of the work referred to in this Agreement.

7. The right-of-way, easement and authority for use of the lakes contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

8. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

9. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

10. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original but all of which shall constitute one and the same agreement.

11. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the

entire understanding and agreement between the parties and supercedes previous agreements and representations whether oral or written.

12. This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties against whom and enforcement of such change would be sought.

13. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and remainder of this Agreement shall be construed to be in full force and effect.

14. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

15. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

Attest:

Theresa Ciummo
THERESA CIUMMO, Clerk-Commissioner

Christopher J. Ryan
Witness
CHRISTOPHER J. RYAN

Typed Name of Witness

Richard Miller
Witness

Typed Name of Witness

TOWN OF PEMBROKE PARK

By Annette Wexler
ANNETTE WEXLER, Mayor
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

(Municipal Seal)

DATE: 6/28/00

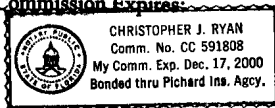
STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 28 day of JUNE, A.D., 2000, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, Mayor and Clerk Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their fee act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Christopher J. Ryan
Notary Public

My Commission Expires:



John J. Corrigan
 Witness
John J. Corrigan
 Typed Name of Witness

Yves Searle
 Witness
YVES SEARLE
 Typed Name of Witness

Yves Searle
 Witness
YVES SEARLE
 Typed Name of Witness

Yves Searle
 Witness
YVES SEARLE
 Typed Name of Witness

William Corrigan
 WILLIAM CORRIGAN,
 Co-Trustee u/a/d 3/25/91
 M/B WILLIAM CORRIGAN

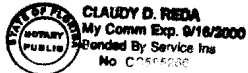
Clara H. Corrigan
 CLARA H. CORRIGAN,
 Co-Trustee U/A/D 3/25/91
 M/B WILLIAM CORRIGAN

John J. Corrigan
 Witness
John J. Corrigan

STATE OF FLORIDA)
 COUNTY OF BROWARD)

I hereby certify that on the 28 day of JUNE, A.D., 2000, before me personally appeared WILLIAM CORRIGAN and CLARA H. CORRIGAN CO-TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed as trustees, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Broward in the County of Broward, State of Florida.

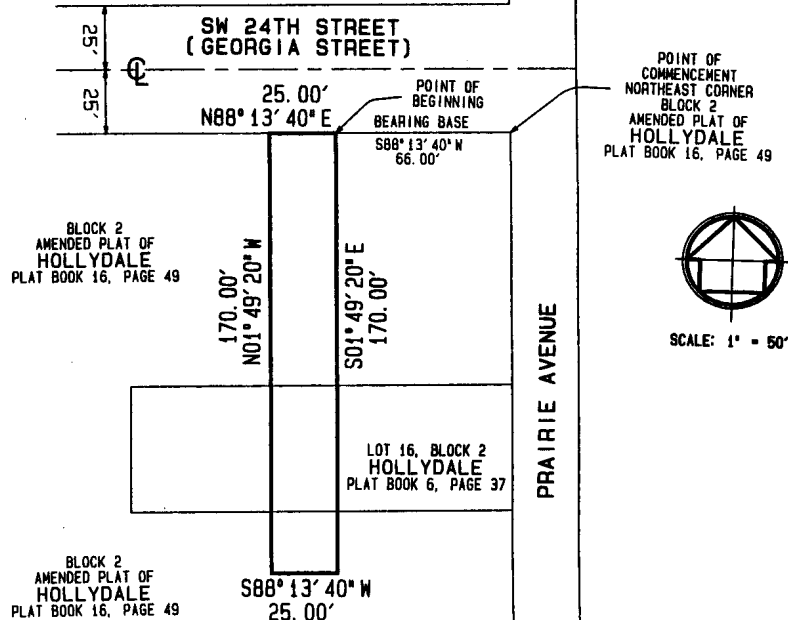


Claudy D. Rieda
 Notary Public

My Commission Expires: ☐ Personal ☐ Other I.D.

All of Block 2, All of Block 3, HOLLYDALE Amended, according to the Plat thereof, as recorded in Plat Book, Page 49 and Lot 16, Block 2, of HOLLYDALE, according to the Plat thereof, as recorded in Plat Book 6, Page 37, of the Public Records of Broward County, Florida.

EXHIBIT A



DESCRIPTION

A PORTION OF BLOCK 2, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF LOT 16, BLOCK 2, HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE SOUTH 88°13'40" WEST ALONG THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°49'20" EAST, 170.00 FEET;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 170.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE NORTH 88°13'40" EAST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 4250 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

[Signature]
RICHARD N. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 52358

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MCNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

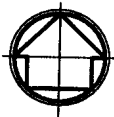
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 00150E

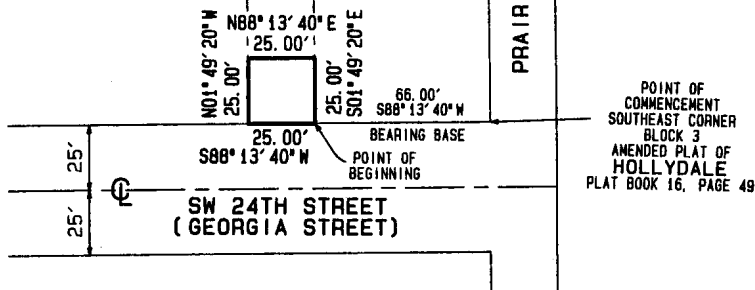
SHEET 1 OF 1

OR BK 31237 PG 0435



SCALE: 1" = 50'

BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49



POINT OF
COMMENCEMENT
SOUTHEAST CORNER
BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49

DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88°13'40" WEST ALONG SAID SOUTH LINE, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

OR BK 31237 PG 0436

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61B17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.087, FLORIDA STATUTES.

FOR THE FIRM, BY:

Richard H. Smith
RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 8338

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LS-3110

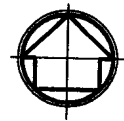
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

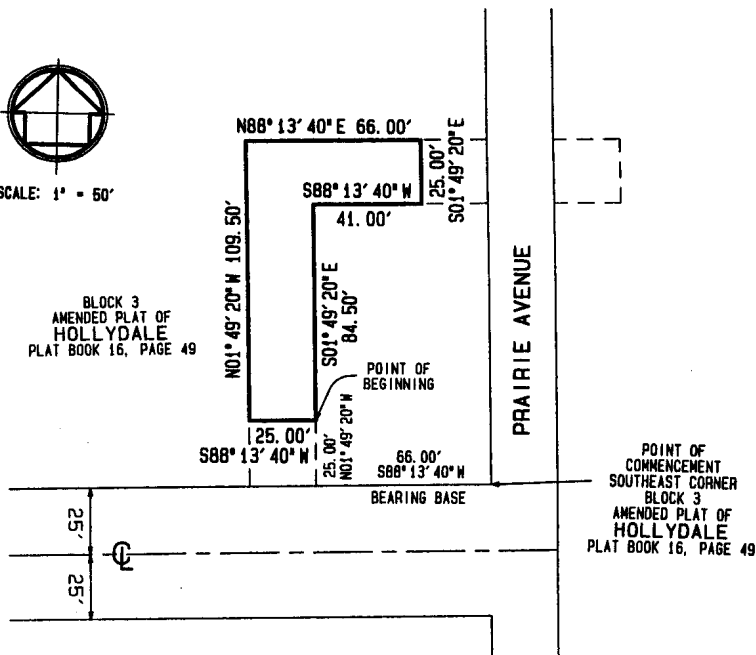
CAD LIBRARY: 0915DE

SHEET 1 OF 1



SCALE: 1" = 50'

BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00;

THENCE NORTH 01°49'20" WEST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 109.50 FEET;

THENCE NORTH 88°13'40" EAST, 66.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET;

THENCE SOUTH 88°13'40" WEST, 41.00 FEET;

THENCE SOUTH 01°49'20" EAST, 84.50 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 3762 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81A-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.087, FLORIDA STATUTES.

FOR THE FIRM, BY:

Richard A. Smith
RICHARD A. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 9239

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 792-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

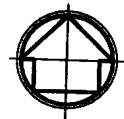
TOWN OF PEMBROKE PARK
FLOWAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 09150E

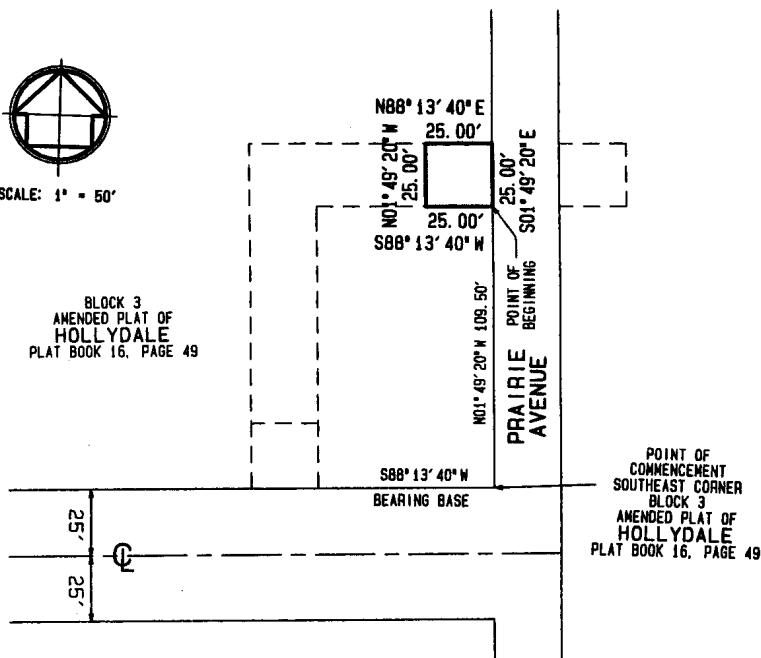
SHEET 1 OF 1

OR BK 31237 PG 0437



SCALE: 1" = 50'

BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE NORTH 01°49'20" WEST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET TO THE EAST LINE OF SAID BLOCK 3;

THENCE SOUTH 01°49'20" EAST ALONG SAID EAST LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

OR BK 31237 PG 0438

NOTES

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 91G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

[Signature]
RICHARD N. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5229

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPAN0 BEACH, FLORIDA 33068
(954) 782-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0916				
CAD LIBRARY: 0915DE				
SHEET 1 OF 1				

100-443887-1000

RECORDED 02/06/2001 01:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2020

This Space Reserved for County Recorder Use

(7)

AGREEMENT

This is an Agreement between TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida, hereinafter referred to as "TOWN", and DAVID ZELL, TRUSTEE, 4105 North 49th Avenue, Hollywood, Florida 33021, hereinafter referred to as "ZELL".

WHEREAS, TOWN currently maintains a surface water drainage system within its municipal boundaries for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, TOWN intends to make changes and improvements to the surface water drainage system to alleviate flooding in TOWN during periods of heavy rainfall; and

WHEREAS, ZELL is the owner of certain real property located within the municipal boundaries of TOWN hereinafter referred to as "parent tract" and more fully described as follows:

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, situate, lying and being in Broward County, Florida; and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, situate, lying and being in Broward County, Florida;

and desires to assist TOWN in the implementation of the surface water drainage improvements; and

WHEREAS, TOWN's consultant engineers have designed improvements to the surface water drainage system which require construction and maintenance of drainage pipelines and related improvements for the transfer of surface water and the use of the lake on ZELL's real property for temporary surface water storage; and

WHEREAS the parties desire to enter into a written agreement providing the terms and conditions for the use of ZELL's real property by TOWN for surface water drainage easements, surface water storage and related matters.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, TOWN and ZELL hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Agreement by reference herein.
2. ZELL grants to TOWN a non-exclusive, perpetual right-of-way and easement through, under, across and upon the following described real property in the County of Broward, State of Florida, to wit:

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE
WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51
SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

for the purpose of installation, construction, alteration, maintenance and operation of a drainage pipeline and all other necessary and convenient appurtenances thereto for the purpose of conveying surface water, with the full right of ingress and egress across the parent tract of ZELL to service the drainage pipeline and all parts thereof.

3. ZELL grants TOWN the right, authority, estate, interest, easement and privilege of impounding, raising, flowing and drawing off the waters of the lake located on ZELL's parent tract for the purpose of surface water management within the boundaries of the TOWN.

It is the intention of the parties hereto that the rights granted to Town by ZELL in this Agreement are for the purpose of alleviating flooding on ZELL'S parent tract and real property adjacent to or in the vicinity of ZELL'S parent tract by lowering the water level in ZELL'S lake and adjacent lakes by discharging surface water through the TOWN'S surface water drainage system into the South Florida Water Management District C-10 canal as an ocean outfall.

4. ZELL grants TOWN the right to enter the lake from time to time and clear, destroy or otherwise dispose of any natural growth and any obstructions, accumulations, or any other things that would in any way interfere with surface water control, or tend to render inaccessible or unsafe the lakes for surface water control.

5. The parties agree TOWN may enter upon such lakes and perform such work as, in the discretion of TOWN, may be necessary to carry out an adequate program of pest control.

6. TOWN shall, at its expense, have the responsibility to obtain any and all permits, if any, required by the appropriate local, state and federal governmental entities to allow the completion of the work referred to in this Agreement.

7. The right-of-way, easement and authority for use of the lake contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

8. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it for the purposes of obtaining permits and construction of the surface water

improvements to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare there intention to cooperate with each other in effecting the terms of this Agreement.

9. The parties hereto agree that ZELL may unilaterally terminate this Agreement and request that TOWN vacate the easement and right-of-way granted herein upon the actual or intended change in the use of the parent tract by ZELL. TOWN agrees that it will execute the documents necessary to terminate this Agreement and vacate the easement and right-of-way granted herein within one (1) year of receipt of the written request of ZELL to terminate the Agreement and vacate the easement and right-of-way granted herein.

10. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original but all of which shall constitute one and the same agreement.

12. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supercedes previous agreements and representations whether oral or written.

13. This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties against whom and enforcement of such change would be sought.

14. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties thereto and their respect successors and assigns.

15. The preparation of this agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction be construed more severely against one of the parties than the other.

16. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and remainder of this Agreement shall be construed to be in full force and effect.

17. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

18. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

Attest:

TOWN OF PEMBROKE PARK

Theresa Ciummo
THERESA CIUMMO, Clerk-Commissioner

By: *Annette Wexler*
ANNETTE WEXLER, Mayor
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Christopher J. Ryan
Witness
CHRISTOPHER J. RYAN
Typed Name of Witness

(Municipal Seal)

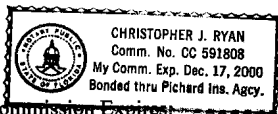
Emma Shoaff
Witness
EMMA SHOAFF
Typed Name of Witness

August 9, 2000
DATE

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I hereby certify that on the 9th day of August, A.D., 2000, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, Mayor and Clerk Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severely acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

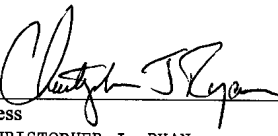


My Commission Expires

Christopher J. Ryan
Notary Public

Lena Reid
Witness
LENA REID
Typed Name of Witness

David Zell
DAVID ZELL, TRUSTEE



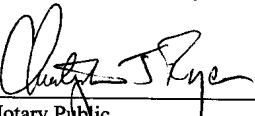
Witness
CHRISTOPHER J. RYAN

Typed Name of Witness

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

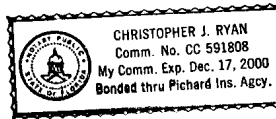
I hereby certify that on the 10th day of AUGUST, A.D., 2000, before me personally appeared DAVID ZELL, TRUSTEE, to me known to be the person described in and who executed the foregoing Agreement and acknowledged the execution thereof to be his free act and deed as trustee, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at DAVID BEACH in the County of Broward, State of Florida.



Notary Public

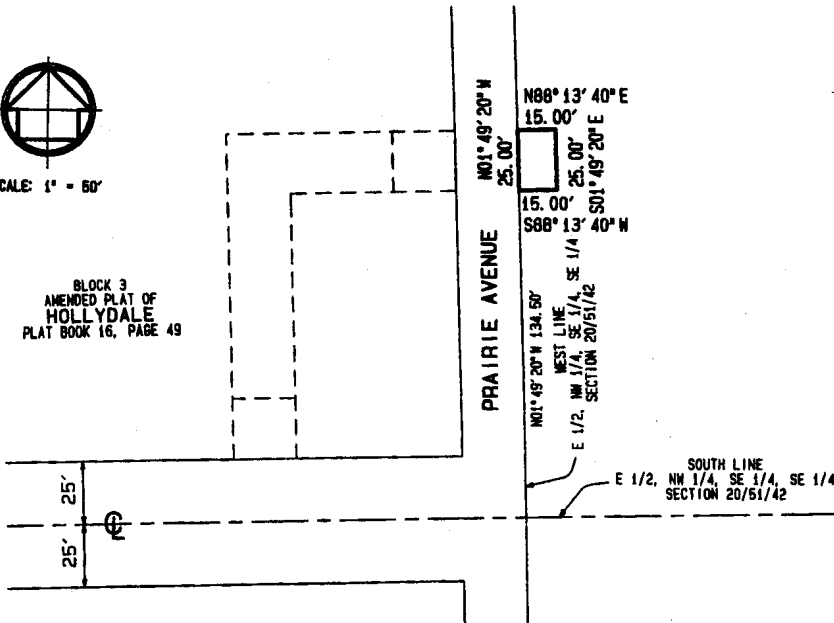
My Commission Expires:





SCALE: 1" = 50'

BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49



DESCRIPTION

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 375 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH WERE PREPARED UNDER MY SUPERVISION AND THAT THE SURVEYING TECHNIQUES AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING IN CHAPTER 110, F.S. 110.01-110.05, FLORIDA STATUTES, WERE FOLLOWED TO SECTION 270.027, FLORIDA STATUTES.

FOR THE FIRM, SEE:

[Signature]
REGISTERED SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 2828

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPAH BEACH, FLORIDA 33068
(954) 782-8222
CERTIFICATE NO. LB-3110

REV. 25' TO 15'	JPH	08/03/00	N/A	RHS
SKETCH AND DESCRIPTION	RHS	08/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0915				
SHEET 1 OF 1				

EXHIBIT A

PAGE 2

954+7868927

Page 62 of 123

AUG 03 16:05 (THU) 00 50 16 CRAIG A SMITH

OR BK 31250 PG 1860

14

DOCUMENT COVER PAGE

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description:

AGREEMENT

(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by:

TOWN OF PEMBROKE PARK and DAVID ZELL, Trustee

To:

DAVID ZELL, Trustee

Brief Legal Description:
(if applicable)

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East and The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East

→ RYAN & RYAN, P.A.
WILL CALL BOX 60 R

→ **Return Recorded Document to:**
(Name & Address)

- Christopher J. Ryan, Esq. —
- Ryan & Ryan, P.A. —
- 700 E. Dania Beach Blvd. 3rd FL —
- Dania Beach, Florida 33004-3090 —

⑨

AGREEMENT

THIS AGREEMENT made and entered into by and between TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, hereinafter referred to as "TOWN", and DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021, hereinafter referred to as "PARK OWNER".

WITNESSETH

WHEREAS, TOWN maintains a sanitary sewer collection system for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, PARK OWNER is the owner of a mobile home park located in TOWN on the real property legally described in the attached Exhibit "A", and hereafter referred to "Subject Property"; and

WHEREAS, PARK OWNER has constructed an existing a private sanitary sewer collection system located on the Subject Property which is connected to TOWN's sanitary sewer collection system; and

WHEREAS, the TOWN has been maintaining and operating existing sanitary sewer collection systems in mobile home parks throughout the Town for more than 25 years; and

WHEREAS, TOWN's sanitary sewer collection system is directly impacted by the effluent it receives from PARK OWNER'S private existing sanitary sewer collection system and it is in the best interest of TOWN to maintain and operate PARK OWNER'S sanitary sewer collection system to guarantee it is functioning properly; and

WHEREAS, the parties desire to enter into an agreement setting forth the terms and conditions for PARK OWNER to convey its private existing sanitary sewer collection system to TOWN and to grant TOWN an easement over the Subject Property for the maintenance of the existing sanitary sewer collection system.

NOW THEREFORE, in consideration of the foregoing premises and in mutual terms and conditions herein, TOWN and PARK OWNER hereby agree as follows:

1. The above listed recitals are true and are incorporated in this Agreement by reference.
2. PARK OWNER agrees to convey to TOWN by Bill of Sale Absolute all of its right, title and interest in the sanitary sewer collection lines, lift stations, pumps, manholes, forcemains and

related equipment which comprises the existing sanitary sewer collection system, hereinafter referred to as "existing sanitary sewer collection system", located on the Subject Property concurrently with the execution of this Agreement. The existing sanitary sewer collection system referred to in this Agreement shall terminate at the sanitation "T" located at each mobile home or recreational vehicle lot. Said Bill of Sale Absolute shall be in the form and content as per the attached Exhibit "B". The term "existing sanitary sewer collection system" shall have the same meaning as the definition stated herein for the Bill of Sale Absolute, the Easement Deed and any other documents relating to this Agreement.

3. PARK OWNER further agrees to grant TOWN a non-exclusive easement to enter and go upon the Subject Property at all times for the purpose of maintaining and operating the existing sanitary sewer collection system as is necessary in the sole discretion of TOWN as determined by the Public Works Director to maintain the proper functioning of the existing sanitary sewer collection system.

4. PARK OWNER agrees to grant an easement to TOWN concurrently with the execution of this Agreement which easement will set forth TOWN'S rights listed in the preceding paragraph and said easement will be recorded in the Public Records of Broward County, Florida.

5. This Agreement may be terminated in its entirety by PARK OWNER upon ninety (90) days written notice to TOWN. Upon termination of this Agreement, TOWN agrees to vacate its easement on the Subject Property and to reconvey the existing sanitary sewer collection system to PARK OWNER by Bill of Sale Absolute. The existing sanitary sewer collection system shall be reconveyed to PARK OWNER in its condition existing on the date of termination of the Agreement, and TOWN shall have no further responsibility to repair, rehabilitate, upgrade, reconstruct or otherwise modify the existing sanitary sewer collection system following reconveyance to PARK OWNER. TOWN will not be responsible to maintain or operate the sanitary sewer collection system on the Subject Property after it has been reconveyed to PARK OWNER.

In the event the PARK OWNER exercises its option under this section to terminate the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey the existing sanitary sewer collection system and to release the Easement shall be TEN (\$10.00) DOLLARS.

6. This Agreement may be modified by PARK OWNER upon ninety (90) days written

notice to TOWN which modification may reduce the area of the Subject Property encumbered by the easement from PARK OWNER to TOWN. In the event of a reduction in the area of the Subject Property encumbered by the easement, TOWN will reconvey by Bill of Sale Absolute to PARK OWNER the existing sanitary sewer collection system and vacate its easement rights for that portion of the Subject Property which is no longer encumbered by the easement. The portion of the existing sanitary sewer collection system no longer subject to the easement shall be reconveyed to PARK OWNER by TOWN in its condition existing on the date of modification of the Agreement, and TOWN shall have no responsibility to maintain, repair, rehabilitate, upgrade, reconstruct or otherwise modify the portion of the existing sanitary sewer collection system no longer subject to the easement following reconveyance to PARK OWNER. TOWN will not be responsible to operate or maintain any portion of the sanitary sewer collection system reconveyed to PARK OWNER. TOWN shall retain its responsibility to maintain, repair, rehabilitate, reconstruct and operate the portion of the sanitary sewer collection system which is not reconveyed to the PARK OWNER, and TOWN shall retain its easement rights on the property where the easement has not been vacated.

In the event the PARK OWNER exercise its option under this section to modify the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey any portion of the existing sanitary sewer collection system and release any portion of the Easement shall be TEN (\$10.00) DOLLARS.

7. The parties agree that the purpose of this Agreement is for TOWN to assume responsibility for the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system located on the Subject Property. By entering into this Agreement the TOWN does not undertake the responsibility nor is it obligated to increase the capacity of the existing sanitary sewer collection system on the Subject Property or to construct new collection lines, lift stations, manholes forcemains or other equipment related to the existing sanitary sewer collection system.

8. The parties agree that TOWN shall not increase the capacity of the existing sanitary sewer collection system or connect any other sanitary sewer collection system to the existing sanitary sewer collection system located on the Subject Property without the prior written consent of the PARK OWNER. Further, TOWN shall not relocate the existing sanitary sewer collection system in whole or in part to any other location on the Subject Property nor shall TOWN install or construct

a new sanitary sewer collection system in whole or in part on the Subject Property without the prior written consent of the PARK OWNER.

9. The parties agree that TOWN does not assume responsibility for any septic tank systems located on the Subject Property. TOWN is not obligated to remove, repair, recondition or in any manner perform work on septic tank systems located on the Subject Property. The parties agree that PARK OWNER is solely responsible for all work to be performed on the septic tank systems and to comply with all federal, state and local health regulations relating to the septic tank systems on the Subject Property.

10. TOWN agrees to pay all of the expenses of the maintenance, repair, rehabilitation reconstruction and operation of the existing sanitary sewer collection system once it is conveyed to TOWN. TOWN's responsibility to pay for the expenses of the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system shall cease upon the reconveyance of the existing sanitary sewer collection system to the PARK OWNER.

11. The TOWN Public Works Director has inspected the existing sanitary sewer collection system and TOWN agrees to accept the existing sanitary sewer collection system in its current condition.

12. The parties recognize that portions of the existing sanitary sewer collection system may be underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property. For the purposes of this Agreement, "other structure" means any structure located on the Subject Property, including, but not limited, any shed, enclosed carport, carport, screened room, raised patio or deck, recreational building, utility building, air conditioning unit, shuffleboard court, swimming pool, pump, tank, pipes or wires. In the event it becomes necessary to maintain, repair, reconstruct or rehabilitate the existing sanitary sewer collection system underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property and the TOWN is unable or prevented from performing the required maintenance, repair, reconstruction or rehabilitation of the existing sanitary sewer collection system because of the obstruction or interference caused by the location of a mobile home, recreational vehicle or other structure on the Subject Property, the parties agree the TOWN shall relocate that portion of the existing sanitary sewer collection system to a new location on the Subject Property in order to make the necessary repair, rehabilitation, reconstruction or maintenance of the existing

sanitary sewer collection system. Furthermore, the parties agree that the mobile home, recreational vehicle or other structure which prevents the TOWN from performing the maintenance, repair, reconstruction or rehabilitation because of its location, shall not be forced to be relocated without the prior written consent of the PARK OWNER.

13. The parties agree that the PARK OWNER shall retain the responsibility for maintenance of the sanitary sewer collection equipment from the sanitation "T" on each mobile home or recreational vehicle lot to the mobile home or recreational vehicle said maintenance shall also include any sanitary sewer collection equipment located inside any mobile home or recreational vehicle.

14. Whenever either party desires to give notice to the other, it must be given by written notice, and the parties designate the following as the respective individuals for giving notice, to wit:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

PARK OWNER: David Zell, Trustee
141 Greens Road
Hollywood, Florida 33021

15. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. The preparation of this Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

19. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the

entire understanding and agreement between the parties and supercedes such previous agreements and representations whether written or oral.

20. Except for the provisions for termination set forth in paragraph 5 and for modifications set forth in paragraph 6 of the Agreement, this Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

21. In the event any term or provision in this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

22. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if fully set forth herein.

23. In the event it shall become necessary for either party to institute legal proceedings against the other to enforce the terms of this Agreement, then in such event, it is expressly agreed that the prevailing party shall recover from the non-prevailing party all costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

WITNESSES:

TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida

Natasha Joseph
Print Name: NATASHA JOSEPH

Michelle B. Grooms
Print Name: MICHELLE B. GROOMS

By: Annette Wexler
Title: MAYOR
ANNETTE WEXLER

ATTEST:

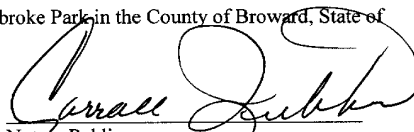
Theresa Ciummo
Title: CLERK-COMMISSIONER
THERESA CIUMMO
Dated: March 26, 2002

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, the Mayor and Clerk-Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal

corporation under the laws of the State of Florida, to me known to be the persons described and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the Town, and said instrument is the act and deed of the Town.

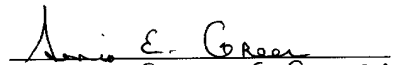
WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

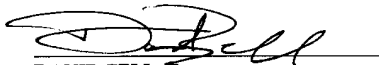

Notary Public

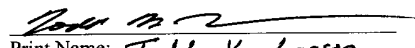
My Commission Expires:



WITNESSES:


Print Name: Sonia E. Greer

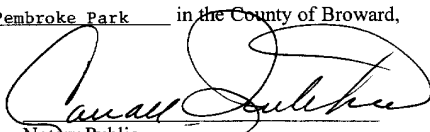

DAVID ZELL, Trustee


Print Name: Todd V. Larson

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.


Notary Public

My Commission Expires:



EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

Name CHRISTOPHER J. RYAN, ESQ.

Address 700 East Dania Beach Boulevard
Dania, Florida 33004

This Instrument Prepared by: CHRISTOPHER J. RYAN, ESQ.

Address 700 East Dania Beach Boulevard
Dania, Florida 33004
(305) 920-2921

92349501

Aug 13 2 49 PM '92

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Know All Men By These Presents,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "year" shall include all the years herein described if more than one.

That DOROTHY K. CLARK and HOWARD P. CLARK, JR.,

of the Town of Pembroke Park, in the County of Broward,
and State of Florida, party of the first part, for and in consideration of the sum of
TEN AND NO/100TH----- (\$10.00) - Dollars,
lawful money of the United States, to him paid by the TOWN OF PEMBROKE PARK, a municipal
corporation organized and existing under the laws of the State of Florida,
of Pembroke Park, Florida, party of the second part,
the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by
these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the
following goods and chattels,

Approximately 150 feet of 18-inch drainage pipe located within the
right-of-way of Prairie Avenue and S. W. 25th Street, connecting a
catch basin within the Bamboo Paradise Mobile Home Park, located along
the western boundary of said park, and catch basin located within the
S. W. 25th Street right-of-way.

To Have and to Hold the same unto the said party of the second part forever.

And he does covenant to and with the said party of the second part that he is the lawful owner of the said goods
and chattels; that they are free from all incumbrances; and that he has good right to sell the same as aforesaid, and
that he will warrant and defend the sale of said property, goods and chattels hereby made, unto the said party of
the second part, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, he has hereunto set his hand and seal the 28
day of July, in the year one thousand nine hundred and ninety-two.

Signed, Sealed and Delivered in Presence of:

Sandra Smith
Jean Carter WITNESS

Dorothy K. Clark L.S.
DOROTHY K. CLARK
Howard P. Clark, Jr. L.S.
HOWARD P. CLARK, JR.

State of Florida
County of BROWARD

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgments, DOROTHY K. CLARK and HOWARD P. CLARK, JR.,
FLD.C. 462-191-23-7 B-D FLD.C. 462-233-544-700
to me well known to be the person S described in and who
executed the foregoing Bill of Sale, and they acknowledged before me that
they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Pembroke Park,
Broward, and State of Florida,
28 day of July,

County of

, this

A.D. 19 92

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 10, 1998
BONDED THRU GENERAL INV. 000

Notary Public

My Commission Expires

ccmml-HA(054)

THIS INSTRUMENT PREPARED BY
CHRISTOPHER J. RYAN
RYAN, RYAN & RYAN
700 EAST DANIA BEACH BOULEVARD
DANIA, FLORIDA 33004

1977680449

13
→ RYAN & RYAN, P.A. ←
WILL CALL BOX 60

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021, Party of the First Part, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida 33023, Party of the Second Part, the following goods and chattels:

All sewer collection lines, lift stations, pumps, manholes, forcemains and related equipment up to the sanitation "T" of each mobile home or recreational vehicle located on the real property described in the attached Exhibit "A".

TO HAVE AND TO HOLD the same unto Party of the Second Part, and the Party of the Second Part's successors and assigns forever.

AND the Party of the First Part covenants with the Party of the Second Part, and the Party of the Second Part's successors and assigns that the Party of the First Part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that the Party of the First Part has good right to sell and transfer said property, goods and chattels; and that the Party of the First Part will warrant and defend the sale and transfer of the said property against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon the Party of the First Part and the Party of the First Part's successors and assigns.

IN WITNESS WHEREOF, the said Party of the First Part executed this instrument this 26th day of March, 2002.

Sonia E. Greer
Print Name: Sonia E. Greer

David Zell
DAVID ZELL, Trustee

Todd V. Larsen
Print Name: Todd V. Larsen

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.



Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Carroll Intihar
Notary Public

(2)

EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

262 478

QUIT CLAIM DEED

THIS INDENTURE, made this 12 day of ^{June} A.D. 1936, between J.B. Long, also known as Joseph B. Long, and ~~Florance L. Long~~ his wife of the town of Ojus, and Adolph Freedlund and Bess E. Freedlund his wife of Hialeah, all of Dade County, Florida, and Walter H. Bellier as Attorney in fact, of Port Pierce, St. Lucie County, Florida, parties of the first part, and The Piava Fruit Corporation, a corporation of Florida, of the County of Dade State of Florida, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ten and no/100 dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed unto the said party of the second part and its ^{successors} ~~heirs~~ and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcels of land, to-wit:

West half (SW $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); West half (W $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); West half (W $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); and West half (W $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); of Section twenty (20), Township Fifty-one (51) South, Range forty-two (42) East; said lands situate, lying and being in BROWARD COUNTY, FLORIDA;

Further described as Blocks 1-2-3 and 4 of Hollydale according to a plat thereof recorded in Plat Book 6 Page 37, Broward County Records.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining,

and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of,

Joseph B. Kanger (esl)

W. W. Arner } Stewart Long (1891)

W. W. Arnold Director & General (encl)

1948-1949 (1948-1949) (1948-1949)

Charles G. Hart Walter H. Heltzer (1002)
attorney in fact

CG Killers

STATE OF FLORIDA
COUNTY OF DADA

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. B. Long, also known as Joseph B. Long, and Florence L. Long, his wife, to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Florence L. Long, known to me to be the wife of said Joseph B. Long on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint apprehension or fear of or from her said husband.

WITNES my hand and official seal at *Miami*
County of *Dade* State of Florida, this *12* day of June A.D.
1925.



STATE OF FLORIDA
COUNTY OF DADA

W. W. Garner
Notary Public, State of Florida at large
My Commission Expires April 20, 1937

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Adolph Freedlund and Bess E. Freedlund, his wife



262 481

to me well known to be the persons described and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

AND I HEREBY CERTIFY, that the said Beas E. Freedland known to me to be the wife of the said Adolph Freedland, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether, of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESSED my hand and official seal at *Miami*
County of *Dade* State of Florida This *12th*
day of *June* A.D. 1935

W. Warner
Notary Public, State of Florida at Large
My Commission Expires April 30, 1937

STATE OF Florida

County of *St. Lucie*

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, *Walter A. Hellier*, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESSED my hand and official seal at *St. Pierre*
County of *St. Lucie* State of Florida This *20th*
day of *June* A.D. 1935

162512

CLAIM DEED

LONG, et al

to

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record 13 day
of Nov 1935 and recorded in book 212
at page 422 RECORD VERIFIED.

E. B. BENNETT, Clerk of the Circuit Court

De May Grant

RECORDED'S MEMO
of the State of Florida
in the County of Broward
this 13th day of November
1935.

THIS INDENTURE, Made this 1st day of May, A. D. 1935
Between Walter R. Hellier and Lillian R. Hellier his wife

of the
County of St Lucie and State of Florida, parties of the first part, and
The Flava Fruit Corporation, a corporation of Florida, of the County of
Dade and State of Florida, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One and no/100 Dollars
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
have remised, released and quit-claimed, and by these presents do remise, release and
quit claim unto the said party of the second part and its successors and assigns, forever,
all the right, title, interest, claim and demand which the said parties of the first part have
in and to the following described lot, piece or parcel of land, situate, lying and being in
the County of Broward State of Florida, to-wit:

Lots 1 to 26 inclusive in Block 1 and Lots 1 to 26
inclusive in Block 2 and Lots 1 to 26 inclusive in
Block 3 and Lots 1 to 26 inclusive in Block 4 all in
Hollywood, the same being a subdivision of the E $\frac{1}{2}$ of the
SE $\frac{1}{4}$ of the $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$
and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
20, Township 31 South, Range 42 East, as recorded in
First Book 6 on Page 37, Public Records of Broward
County, Florida.



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances there-
unto belonging or in anywise appertaining, and all the estate, right, title, interest and claim what-
soever of the said parties of the first part, either in law or equity, to the only proper use, benefit
and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

Walter R. Hellier (Seal)
Lillian R. Hellier (Seal)

RECORDED & INDEXED

262 484

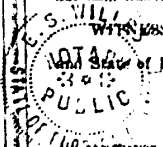
STATE OF Florida

COUNTY OF St. Lucie

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Walter B. Hellier and LILLIAN B. Hellier his wife to me well known to be the person^s described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY That the said LILLIAN B. Hellier known to me to be the wife of the said Walter B. Hellier on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNES my hand and official seal at Fort Pierce County of St. Lucie State of Florida, this 1ST day of JULY, A. D. 1935



W. B. Hellier
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1939

Quit-Claim Deed	
From	TO
Period the day of A. D. 19	
by <u>Walter B. Hellier and Lillian B. Hellier</u>	
Filed for record on	Page
Recorded in Book	Clerk

NOTED
RECORDED
JUL 15 1935
CLERK

Prepared by and return to:
CHRISTOPHER J. RYAN
RYAN & RYAN, LLC
700 East Dania Beach Blvd.
Dania Beach, FL 33004
Folio No. 5142 20 00 0520

EROSION CONTROL EASEMENT

THIS INDENTURE made this 5th day of July, 2014 between DAVID ZELL, as Trustee of the DAVID ZELL TRUST, whose mailing address is 141 Green Road, Hollywood, FL 33021, hereinafter referred to as "GRANTOR," and TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, whose address is 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located in Broward County, Florida as more fully described in the attached Exhibit "A" hereinafter referred to as "Property"; and

WHEREAS, GRANTEE desires a perpetual, non-exclusive easement to construct, own maintain, repair, install, build and rebuild a seawall over and across land owned by GRANTOR; and

THAT LAND BEING THE PORTION SHOWN IN CRAIG A. SMITH'S SKETCH AND DESCRIPTION DATED 6/20/2014 AND ATTACHED TO THIS INSTRUMENT AS PART OF SAME.

WHEREAS, GRANTOR is willing to grant such an easement.

NOW THEREFORE, for and in consideration of the prospective benefits to be derived by reason of locating, establishing, constructing and maintaining certain erosion control structures under the supervision of the Town of Pembroke Park Public Works Department, and other good and valuable consideration, GRANTOR does hereby convey and grant unto GRANTEE, its officers, employees, agents and persons under contract with GRANTEE, a perpetual, non-exclusive utility easement on, over, through, under and across the Property which includes the right to:

1. Construct, reconstruct, inspect, maintain and repair a seawall, protection works, and appurtenant structures for the purpose of preventing erosion of the embankment of the manmade lake on GRANTOR'S Property;
2. Enter on such Property with personnel, vehicles and equipment;
3. Remove from the easement area all trees and vegetation that interfere with the purpose for which this easement is conveyed and released; install maintain or remove

landscaping or other environmental improvements;

4. Make all necessary earth fills; and

5. Locate or relocate existing drainage pipes or structures on GRANTOR'S lands provided that, after the fill and location or relocation is completed, the lands will be left in a neat and orderly condition.

IN WITNESS WHEREOF, GRANTOR has caused his name to be hereunto signed and seal affixed, on this 5th day of July, 2014.

Witness:

Signature

Print name: David Zell

Signature

Print name: Michael D. Burnop

David Zell
DAVID ZELL, as Trustee of the DAVID
ZELL TRUST

STATE OF FLORIDA)

COUNTY OF Broward)

SS.

The foregoing instrument was acknowledged before me this 5th day of July, 2014, by DAVID ZELL, as Trustee of the DAVID ZELL TRUST.

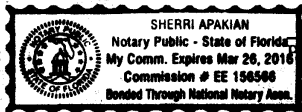
He is:

[☒] personally known to me, or

[☐] produced identification. Type of identification produced Sherrri Apakian

NOTARY PUBLIC:

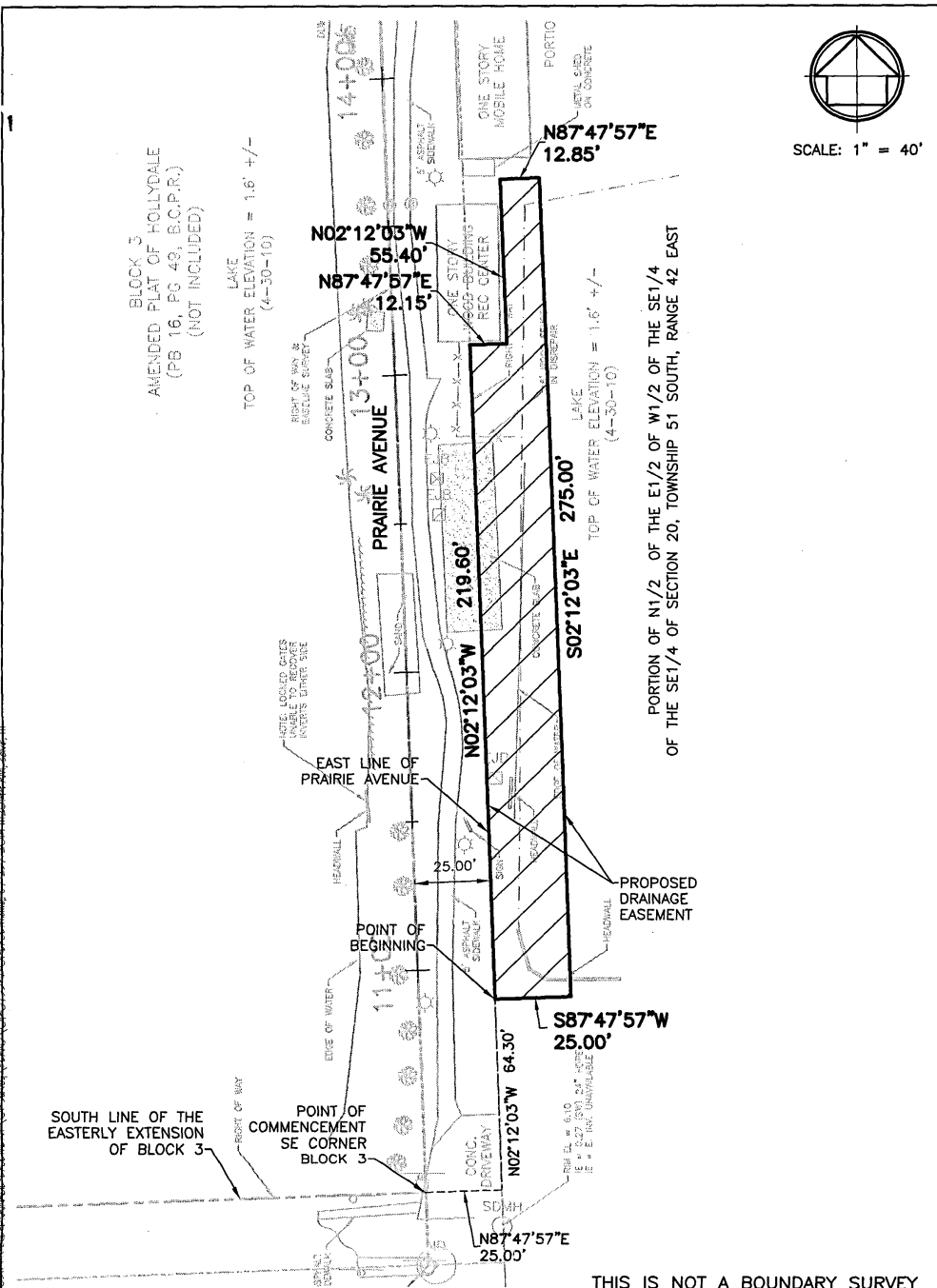
My Commission expires:



Print name: Sherrri Apakian

L:\Kin C\CHRISTOPHER-MISCELLANEOUS\VERSION CONTROL EASEMENT-TOWN OF PP-23017\DAVID ZELL Easement.wpd

EXHIBIT "A"



SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER MTS 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

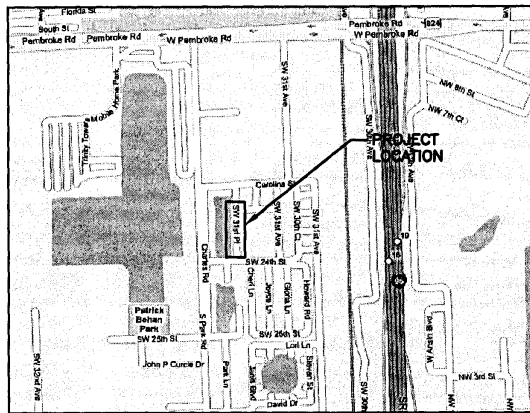
FOR THE FIRM, 6/20/14
ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER #4846

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-2222
Page 84 of 120

SKETCH & DESCRIPTION	SEE	06/20/14	N/A	RDK
REVISION	DWN	DATE	FB/PG	CKD
PRAIRIE AVENUE DRAINAGE EASEMENT TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA PROJECT NUMBER: 14-0733-0311 FILE NAME: 01-0733-V-01-EASEM.dwg				
				SHEET 2 OF 2

LOCATION MAP

SCALE: N.T.S.



DESCRIPTION

BEING A PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 87°47'57" EAST ALONG THE SOUTH LINE OF THE EASTERLY EXTENSION OF SAID BLOCK 3, A DISTANCE OF 25.00 FEET TO THE EAST LINE OF PRAIRIE AVENUE AS SHOWN ON SAID PLAT;

THENCE NORTH 02°12'03" WEST ALONG SAID EAST LINE, A DISTANCE OF 64.30 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 02°12'03" WEST ALONG SAID EAST LINE, A DISTANCE OF 219.60 FEET;

THENCE NORTH 87°47'57" EAST, A DISTANCE OF 12.15 FEET;

THENCE NORTH 02°12'03" WEST, A DISTANCE OF 55.40 FEET;

THENCE NORTH 87°47'57" EAST, A DISTANCE OF 12.85 FEET;

THENCE SOUTH 02°12'03" EAST, A DISTANCE OF 275.00 FEET;

THENCE SOUTH 87°47'57" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA, CONTAINING 6202 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF PRAIRIE AVENUE AS SHOWN ON AMENDED PLAT OF HOLLYDALE (ASSUMED TO BEAR N 02°12'03" W), SAID PLAT RECORDED IN PLAT BOOK 16, PAGE 49 OF THE BROWARD COUNTY PUBLIC RECORDS.
3. THERE MAY BE EASEMENTS, RESTRICTIONS AND/OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR:

TOWN OF PEMBROKE PARK

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-1234
CERT. NO. LB006392

SKETCH & DESCRIPTION	SEE	06/20/14	N/A	RDK
REVISION	DWN	DATE	FB/PG	CKD

PRAIRIE AVENUE
DRAINAGE EASEMENT
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

PROJECT NUMBER: 14-0733-0311

FILE NAME: 01-0733-V-01-EASEM.dwg

SHEET 1 OF 1

Prepared by and return to:
CHRISTOPHER J. RYAN
RYAN & RYAN, LLC
700 East Dania Beach Blvd.
Dania Beach, FL 33004

EROSION CONTROL EASEMENT

THIS INDENTURE made this 21 day of April, 2015 between BAMBOO MOBILE HOME PARK, LLC, a Florida limited liability company, whose mailing address is 8000 N. Federal Highway, Suite 200, Boca Raton, Florida 33487, hereinafter referred to as "GRANTOR," and TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, whose address is 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located in Broward County, Florida as more fully described in the attached Exhibit "A", and hereinafter referred to as "Property"; and

WHEREAS, GRANTEE desires to obtain a perpetual, non-exclusive easement to construct, maintain, repair, install, build and rebuild a seawall and appurtenant structures over and across land owned by GRANTOR; and

WHEREAS, GRANTOR is willing to grant such an easement to GRANTEE.

NOW THEREFORE, for and in consideration of the prospective benefits to be derived by reason of locating, establishing, constructing and maintaining certain erosion control structures under the supervision of the Town of Pembroke Park Public Works Department, and other good and valuable consideration, GRANTOR does hereby convey and grant unto GRANTEE, its officers, employees, agents and persons under contract with GRANTEE, a perpetual, non-exclusive Erosion Control Easement on, over, through, under and across the Property which includes the right to:

1. Construct, reconstruct, inspect, maintain and repair a seawall, protection works, and appurtenant structures for the purpose of preventing erosion of the embankment of the manmade lake on GRANTOR'S Property;
2. Enter on such Property with personnel, vehicles and equipment;
3. Remove from the easement area all trees and vegetation that interfere with the purpose for which this easement is conveyed; install maintain or remove landscaping or other environmental improvements;

(3)

4. Make all necessary earth fills; and

5. Locate or relocate existing drainage pipes or structures on GRANTOR'S lands provided that, after the fill and location or relocation is completed, the lands will be left in a neat and orderly condition.

IN WITNESS WHEREOF, GRANTOR has made and executed this Erosion Control Easement on this 21 day of April 2015.

Witness:

Signature [Signature]
Print name: Jamie Dempsey

Signature [Signature]
Print name: Francine Mecca

BAMBOO MOBILE HOME PARK LLC, a
Florida limited Liability Company

By:

[Signature]
ERIC P. PLATERO
Title: MANAGING MEMBER

STATE OF FLORIDA)
COUNTY OF Palm Bch) SS.

The foregoing instrument was acknowledged before me this 21 day of April 2015, by ERIC P. PLATERO, as MANAGING MEMBER for BAMBOO MOBILE HOME PARK LLC, a Florida limited liability company.

He is:

☒ personally known to me, or

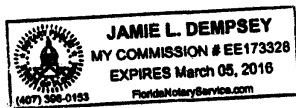
☐ produced identification. Type of identification produced _____

(Seal)

My Commission expires:

NOTARY PUBLIC:

[Signature]
Print name Jamie Dempsey



2

EXHIBIT "A"

All of Blocks 2 and 3 of the Amended Plat of HOLLYDALE, according to the Plat thereof, as recorded in Plat Book 16, Page 49, of the Public Records of Broward County, Florida,

AND

Lot 16 in Block 2, of ROLLYDALE, according to the Plat thereof, as recorded in Plat Book 6, Page 37, of the Public Records of Broward County, Florida.

TOGETHER WITH:

A five (5) foot strip of land lying West of and contiguous to the West boundary of said Lot 16 between the Westerly extension of the North and South Boundaries of said Lot 16.

L:\Kim C\CHRISTOPHER-MISCELLANOUS\SION CONTROL EASEMENT-TOWN OF PP-23017EB\BAMBOO MOBILE HOME Easement R1.wpd

RYAN & RYAN, P.A.
WILL CALL BOX 60



PREPARED BY/RETURN TO:

**CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004**

**INSTR # 100805143
OR BK 31237 PG 0439
RECORDED 02/01/2001 02:30 PM
COMMISSION
BROWARD COUNTY
DOC STNP-D 0.70
DEPUTY CLERK 1033**

Parcel I.D. No. 1220-02-0030; 1220-03-0020; 1220-03-0030
Grantee's Tax I.D. No. 59-0968454

EASEMENT DEED

THIS INDENTURE made and entered into this 28th day of JUNE, 2000 by and between WILLIAM CORRIGAN and CLARA H. CORRIGAN, as CO-TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, P.O. Box 353, Dania, Florida 33004, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantee is in the process of expanding and improving the surface water drainage system within the Town of Pembroke Park and in order to do so must obtain certain easements for drainage pipelines and other appurtenances in connection therewith; and

WHEREAS, the following described real property is required for the use and operation of the aforesaid surface water drainage system to serve the Grantee; and

WHEREAS, Grantor desires to provide an easement to effectuate the installation of the surface water drainage system to serve the Grantee and for such other municipal purposes as may be authorized by law.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild surface water drainage facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing surface water drainage service to and from properties or lands inclusive of Grantor's property or land which abuts and being contiguous to the easement described and so granted herein, also for Grantee to provide surface water drainage services to properties or lands which may not be contiguous to said easement described herein.

The aforesaid easement shall be located upon the real property situate, lying and being in Broward County, Florida as described in the attached Exhibit "A".

Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted, provided said use and enjoyment does not in any way interfere with the operation, installation, inspection, use or maintenance of said surface water drainage facility and appurtenances.

To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

Signed, Sealed, and Delivered
in the presence of:

John J. Corrigan
Witness

John J. Corrigan
Witness

Yves Sank
Witness

John J. Corrigan
Witness

Yves Sank
Witness

WILLIAM CORRIGAN,
Co-Trustee U/A/D 3/25/91
M/B WILLIAM CORRIGAN

William Corrigan
William Corrigan
P.O. Box 353
Dania, Florida 33004

CLARA H. CORRIGAN
Co-Trustee U/A/D 3/25/91
M/B WILLIAM CORRIGAN

Clara H. Corrigan
Clara H. Corrigan
P.O. Box 353
Dania, Florida 33004

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby certify that on the 20 day of JUNE, A.D., 2000, before me personally appeared WILLIAM CORRIGAN and CLARA H. CORRIGAN, to me known to be the persons described and who executed the foregoing Easement Deed and they severally acknowledged the execution thereof to be their free act and deed as co-trustees, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Dania, Florida in the County of Broward, State of Florida.

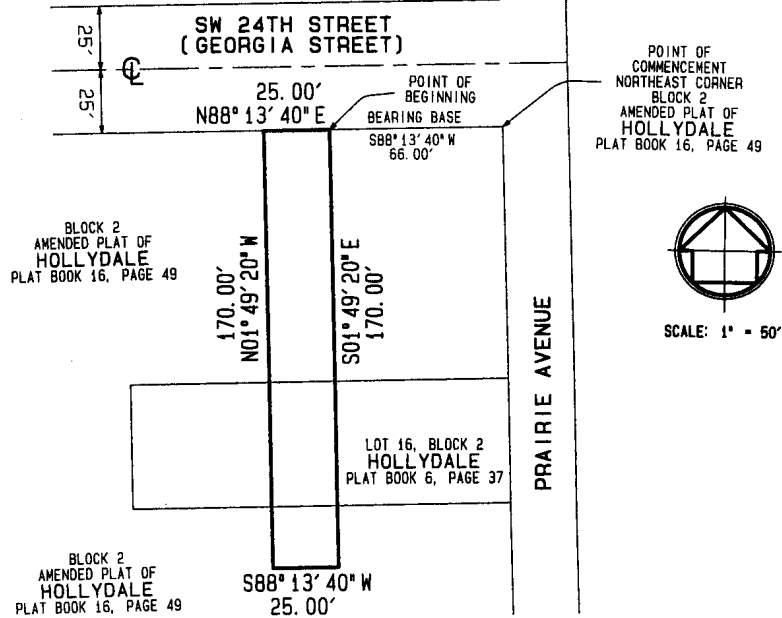


CLAUDY D. REDA
My Comm Exp. 6/18/2000
Bonded By Service Ins
No. CC585286
[] Personal, Known [] Other I. D.

Claudy D. Reda
Notary Public

My Commission Expires:

FN17125E



DESCRIPTION

A PORTION OF BLOCK 2, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF LOT 16, BLOCK 2, HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE SOUTH 88°13'40" WEST ALONG THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°49'20" EAST, 170.00 FEET;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 170.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE NORTH 88°13'40" EAST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 4250 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61917-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

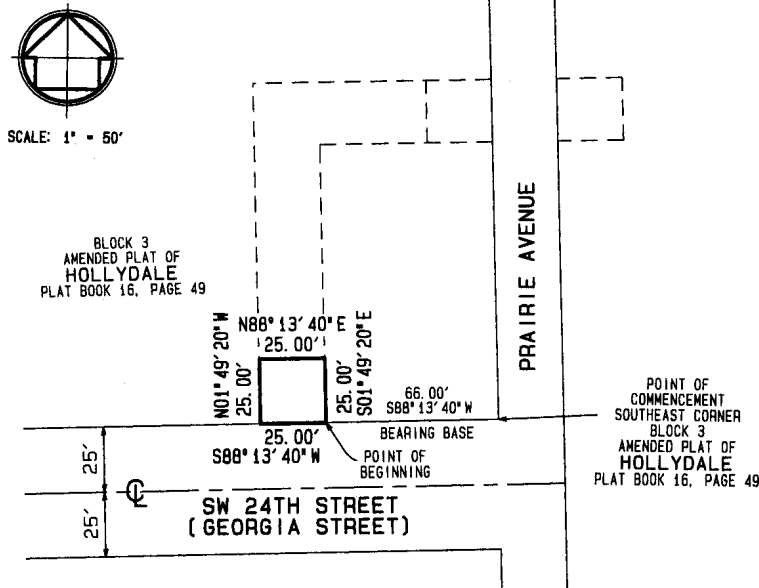
Richard A. Smith
RICHARD A. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER B239

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MENAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0915				
CAD LIBRARY: 0915DE				
SHEET 1 OF 1				



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88°13'40" WEST ALONG SAID SOUTH LINE, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61B17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.087, FLORIDA STATUTES.

FOR THE FIRM, BY:

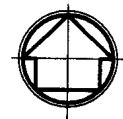
Richard A. Smith
RICHARD A. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 8239

CRAIG A. SMITH & ASSOCIATES



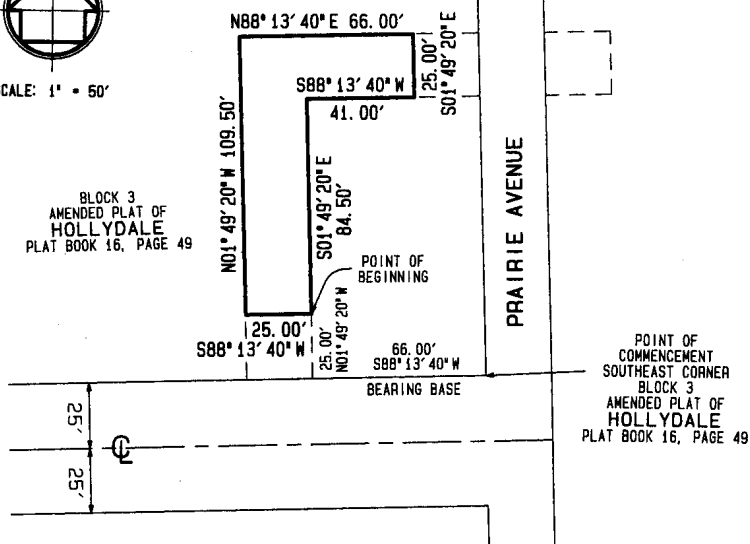
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MCNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0915				
CAD LIBRARY: 0915DE			SHEET 1 OF 1	



SCALE: 1" = 50'

BLOCK 3
AMENDED PLAT OF
HOLLYDALE
PLAT BOOK 16, PAGE 49



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00';

THENCE NORTH 01°49'20" WEST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 109.50 FEET;

THENCE NORTH 88°13'40" EAST, 66.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET;

THENCE SOUTH 88°13'40" WEST, 41.00 FEET;

THENCE SOUTH 01°49'20" EAST, 84.50 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 3762 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81B17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

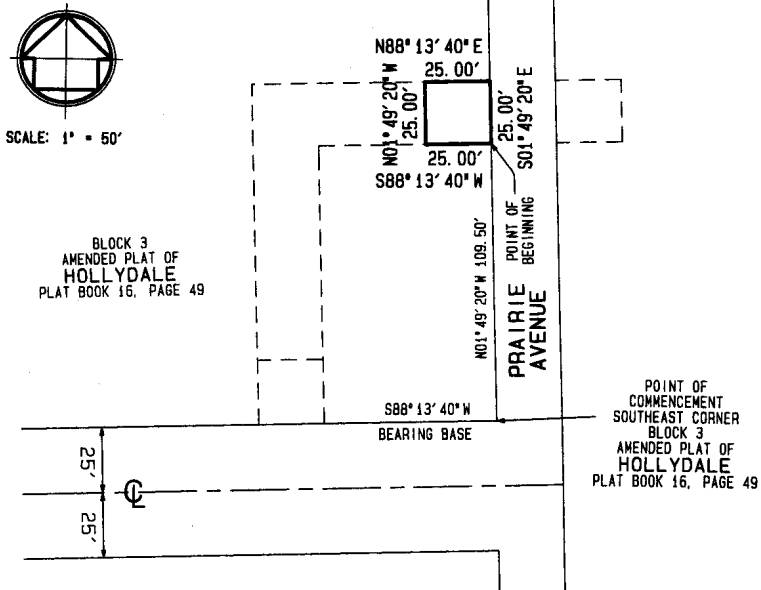
Richard H. Smith
RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5238

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
POMPAHO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	OWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK FLOWAGE EASEMENT				
PROJECT NUMBER: 00-0915				
CAD LIBRARY: 09150E				
SHEET 1 OF 1				



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE NORTH 01°49'20" WEST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET TO THE EAST LINE OF SAID BLOCK 3;

THENCE SOUTH 01°49'20" EAST ALONG SAID EAST LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA. CONTAINING 625 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 18017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

Craig A. Smith
CRAIG A. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6239

CRAIG A. SMITH & ASSOCIATES



CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPAH BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0915				
CAD LIBRARY: 0915DE			SHEET 1 OF 1	

6
RYAN & RYAN, P.A.
WILL CALL BOX 60

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

INSTR # 100814747
OR BK 31250 PG 1861
RECORDED 02/06/2001 01:30 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 2020

Parcel I.D. No. 1220-00-0520; 1220-00-0550
Grantee's Tax I.D. No. 59-0968454

EASEMENT DEED

THIS INDENTURE made and entered into this 10th day of August, 2000 by and between DAVID ZELL, TRUSTEE, 4105 N. 49th Avenue, Hollywood, Florida 33021, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantee is in the process of expanding and improving the surface water drainage system within the Town of Pembroke Park and in order to do so must obtain certain easements for drainage pipelines and other appurtenances in connection therewith; and

WHEREAS, the following described real property is required for the use and operation of the aforesaid surface water drainage system to serve the Grantee; and

WHEREAS, Grantor desires to provide an easement to effectuate the installation of the surface water drainage system to serve the Grantee and for such other municipal purposes as may be authorized by law.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild surface water drainage facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing surface water drainage service to and from properties or lands inclusive of Grantor's property or land which abuts and being contiguous to the easement described and so granted herein, also for Grantee to provide surface water drainage services to properties or lands which may not be contiguous to said easement described herein.

The aforesaid easement shall be located upon the real property described in the County of Broward, State of Florida, to wit:

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE
WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51
SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted, provided said use and enjoyment does not in any way interfere with the operation, installation, inspection, use or maintenance of said surface water drainage facility and appurtenances.

To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

Signed, Sealed, and Delivered
in the presence of:

Michael S. Bowdler
Witness **MICHAEL S BOWDLER**
Christopher J. Ryan
Witness **CHRISTOPHER J. RYAN**

David Zell
DAVID ZELL, TRUSTEE
4105 North 49th Avenue
Hollywood, Florida 33021

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby certify that on the 16th day of AUGUST, A.D., 2000, before me personally appeared DAVID ZELL, to me known to be the person described and who executed the foregoing Easement Deed and he acknowledged the execution thereof to be his free act and deed as trustee, for the uses and purposes therein mentioned.

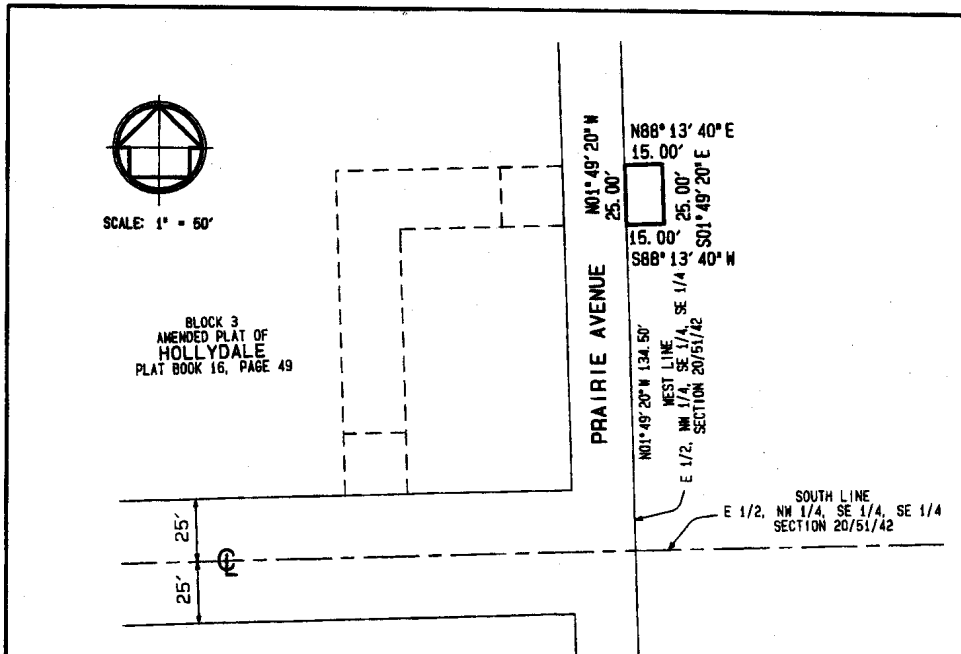
WITNESS my hand and official seal at DAVIA BEACH in the County of Broward, State of Florida.

Christopher J. Ryan
Notary Public

My Commission Expires:



FN17126E



DESCRIPTION

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA. CONTAINING 375 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY GUIDANCE AND BEST KNOWLEDGE AND TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61B17-6, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO SECTION 479.087, FLORIDA STATUTES.
FOR THE FIRM: BY *[Signature]*
STANDARD: 00106
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 8289

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPAH BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LS-3110

REVISION	DWN	DATE	FB/PG	CKD
REV. 25' TO 15'	JPH	08/03/00	N/A	RHS
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS
TOWN OF PEMBROKE PARK DRAINAGE EASEMENT				
PROJECT NUMBER: 00-0915				
CAD LIBRARY: 0915DE			SHEET 1 OF 1	

15 → RYAN & RYAN, P.A. ←
WILL CALL BOX 60

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

Parcel I.D. No. 1206-BH-0260

EASEMENT DEED

THIS INDENTURE made and entered into this 26th day of March, 2002 by and between DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantor is in the process of conveying an existing sanitary sewer collection system located on the real property hereinafter described to Grantee; and

WHEREAS, Grantee intends to accept the obligation to maintain, rehabilitate and operate said existing sanitary sewer collection system and in order to do so must obtain certain easements on the real property hereinafter described.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to maintain, repair, rehabilitate and operate the existing sanitary sewer collection system facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual nonexclusive easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing sanitary sewer service to Grantor's property.

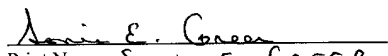
The aforesaid easement shall be located upon the described real property in the County of Broward, State of Florida as set forth in the attached Exhibit "A".

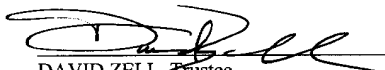
Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted to Grantee.

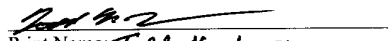
To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

Signed, Sealed, and Delivered
in the presence of:


Print Name: SONJA E. GREER

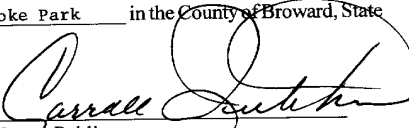

DAVID ZELL, Trustee


Print Name: Todd V. Martin

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.


Notary Public

My Commission Expires:



Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

Attorneys' Title Fund Services, LLC
P.O. Box 628601
Orlando, FL 32862-8601



Invoice

Date: 10/03/2023
Number: 771315340

Goren Cherof Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Ft Lauderdale, FL 33308-4311

Customer Number: 504601

Order Date: September 28, 2023
Ordered By: Kim Longo

For Product Questions: (800)929-5791
Processing Branch: 110

File Number	Transactee	Client's File #	Class/Description	Amount
1450966	WINKEL, CHARIKLIA PLANAKIS, ANDREAS	PLANAKIS	Commercial Title Search Report, Policy Intent: No (C07N)	\$350.00
Total				\$350.00

Total Due	\$350.00
-----------	----------

Address Searched: 2301 SouthWest 31 Court, Pembroke Pines, FL 33009

Legal Searched: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

Invoice is due and payable upon receipt. To ensure proper credit, please accompany payments with the invoice to the above address. A charge of \$20.00 or 5% of the check, whichever is greater, will be applied to all returned checks.

Thank you for your business! Visit our website at www.thefund.com

**CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA**

TOWN OF PEMBROKE PARK, FLORIDA
Petitioner,

Case No.: **5558**

vs.

DAVID E ZELL TR ZELL, DAVID E TRS
GLADYS MANANA
Respondent(s)

SUPPLEMENTAL ORDER/CODE ENFORCEMENT LIEN

THIS CAUSE came on to be heard before the undersigned Special Magistrate on August 17, 2022, to confirm a fine and enter a code enforcement lien pursuant to the Special Magistrate's Final Order that was entered on May 18, 2021. Based upon the evidence presented (and there being no compliance), the Special Magistrate finds and orders:

FINDINGS OF FACT

IS THE RESPONDENT OR REPRESENTATIVE PRESENT: YES ☒ NO ☐ ?

STREET ADDRESS OF SUBJECT REAL PROPERTY: 3100 W HALLANDALE BEACH
BLVD, PEMBROKE PARK, FL 33009

PROPERTY OWNER: GREEN ACRES PEMBROKE MHC LLC

FOLIO NO.: 514220000520

1. The Special Magistrate entered a Final Order on May 18, 2021, determining that the Respondent(s) was/were guilty of violating THE TOWN OF PEMBROKE PARK ORDINANCES SECTION (s) 5-105; 5-17; 5-2(a)(b); 5-87. The Special Magistrate ordered that the Respondent(s) shall comply WITHIN THIRTY (30) DAYS FROM THE DATE OF THE FORMAL HEARING held on May 18, 2021, or if no compliance occurred by the due date, there would be a per diem fine of **\$50.00** (FIFTY DOLLARS 00/100 DOLLARS) if the violations were not corrected and complied with, and that the fine(s) will continue to accrue beyond the date set for compliance. In addition to the per diem fines assessed by the Special Magistrate, a mandatory **\$100.00** (ONE HUNDRED AND 00/100 DOLLARS) administrative fee was assessed and was required to be paid within 30 days of the hearing date.
2. The Special Magistrate found that the Respondent(s) had not complied with the Final Order issued on May 18, 2021. The Special Magistrate considered the facts and circumstances relating to this case, and accordingly the Special Magistrate hereby

confirms the fine of **\$15,250.00** (FIFTEEN THOUSAND TWO HUNDRED FIFTY 00/100 DOLLARS) as of the date of this hearing.

3. That said violation(s) occurred on the following described real property situated, lying and being in Broward County, Florida, to-wit:

20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

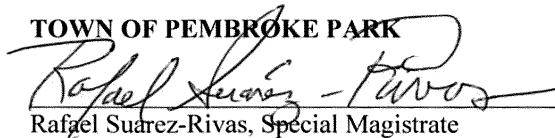
4. The said fine shall continue to accrue until Respondent(s) complies with the Final Order entered by the Special Magistrate, a copy of which is attached hereto as Exhibit A.

5. Pursuant to Fla. Stat. 162.09 (3), and as otherwise provided by law, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

6. A fine and lien imposed by the Special Magistrate shall continue to accrue a per diem fee until Respondent(s) come(s) into compliance with the Final Order and this Supplemental Order/Code Enforcement Lien.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 17th day of August 2022.

TOWN OF PEMBROKE PARK


Rafael Suarez-Rivas, Special Magistrate

STATE OF FLORIDA
COUNTY OF BROWARD

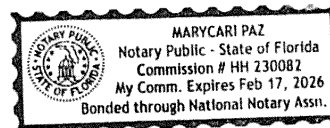
I HEREBY certify that on this day before me, an officer duly qualified to take acknowledges, personally appeared Rafael Suarez-Rivas, Special Magistrate, and Erik Richwagen, Code Enforcement Officer, respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and official in the County and State aforesaid this date:

August 18, 2022.



Notary Public, State of Florida



Any person aggrieved by a final decision of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

This order of abatement was hand delivered at the Special Magistrate Hearing dated above:

Yes ☒ No ☐

I the undersigned, Code Enforcement Officer, Erik Richwagen, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 8 day of August, 2022.

Erik Richwagen

Erik Richwagen
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

**CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA**

TOWN OF PEMBROKE PARK, FLORIDA,) Case No.: 5558
Petitioner,)
vs.)
GLADYS MANANA)
Respondent(s)

AMENDED FINAL ORDER

THIS CAUSE came on to be heard before the undersigned Special Magistrate on July 20, 2021, after service and due notice was provided to Respondent(s) as provided by law. After considering the evidence and testimony and arguments presented, the Special Magistrate finds, and orders as follows:

FINDINGS OF FACT

SUBJECT REAL PROPERTY: 2308 SW 31 COURT, PEMBROKE PARK, FL, 33009

PROPERTY OWNER: DAVID ZELL TR & DAVID E TRS ZELL, 140 GREENS RD, HOLLYWOOD, FL, 33021

FOLIO NO.: 5142 20 00 0520

LEGAL DESCRIPTION: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4.

After considering the testimony and evidence presented, the Special Magistrate finds that Respondent(s) is/are guilty of violating the Town of Pembroke Park Code of Ordinances section(s) 5-105; 5-17; 5-2(a)(b). The Special Magistrate adopted as its findings of facts those facts as set forth by the Code Enforcement Officer, and included in the record, and found that Respondent violated the Code of Ordinances.

CONCLUSIONS OF LAW

Based upon the testimony and evidence presented by Petitioner that is stated above, Petitioner met its burden of proving by substantial competent evidence that the violation(s) as alleged in the Notice of Violation and presented by the Code Enforcement Officer does in fact exist on the subject real property.

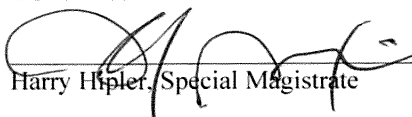
ORDER

THEREFORE, it is the Order of the Special Magistrate that, based on the foregoing, the Respondent(s) shall comply with the TOWN OF PEMBROKE PARK CODE OF ORDINANCE SECTION(S) 5-105; 5-17; 5-2(a)(b). WITHIN 90 DAYS OF THE DATE OF THE FORMAL HEARING held on 20th day of July 2021. If the Respondent(s) does/do not comply within the time specified, the Respondent(s) shall pay \$50.00 PER DIEM (PER DAY) FOR EACH DAY THE VIOLATION(S) continue to exist beyond the date set for compliance herein. IN ADDITION TO THE FINES ASSESSED BY THE SPECIAL MAGISTRATE, A MANDATORY ADMINISTRATIVE FEE OF ONE HUNDRED DOLLARS (\$100.00) SHALL BE PAID WITHIN 30 DAYS OF THE DATE OF THE HEARING.

A FINE AND LIEN IMPOSED BY THE SPECIAL MAGISTRATE SHALL CONTINUE TO ACCRUE UNTIL THE RESPONDENT(S) AND VIOLATOR(S) COME INTO COMPLIANCE WITH THE FINAL ORDER. RESPONDENT SHALL NOTIFY THE TOWN'S CODE COMPLIANCE OFFICER, WHO SHALL INSPECT THE PROPERTY TO DETERMINE IF COMPLIANCE HAS OCCURRED.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 20TH day of July 2021.

TOWN OF PEMBROKE PARK


Harry Hippler, Special Magistrate

Any person aggrieved by a Final Order of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

I the undersigned, Code Enforcement Officer, Teresa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 20 day of July, 2021.


Teresa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

**CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA**

TOWN OF PEMBROKE PARK, FLORIDA,) Case No.: 5558
Petitioner,)
vs.)
GLADYS MANANA)
Respondent(s)

FINAL ORDER

THIS CAUSE came on to be heard before the undersigned Special Magistrate on May 18, 2021 after service and due notice was provided to Respondent(s) as provided by law. After considering the evidence and testimony and arguments presented, the Special Magistrate finds, and orders as follows:

FINDINGS OF FACT

SUBJECT REAL PROPERTY: 2308 SW 31 CT, Pembroke Park, FL 33009

PROPERTY OWNER: David E Zell TR, Hallandale MHC LLC, 140 Greens Rd, Hollywood, FL 33021

FOLIO NO.: 514229000520

LEGAL DESCRIPTION: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

After considering the testimony and evidence presented, the Special Magistrate finds that Respondent(s) is/are guilty of violating the Town of Pembroke Park Code of Ordinances section(s) 5-105; 5-17. The Special Magistrate adopted as its findings of facts those facts as set forth by the Code Enforcement Officer, and included in the record, and found that Respondent violated the Code of Ordinances.

CONCLUSIONS OF LAW

Based upon the testimony and evidence presented by Petitioner that is stated above, Petitioner met its burden of proving by substantial competent evidence that the violation(s) as alleged in the Notice of Violation and presented by the Code Enforcement Officer does in fact exist on the subject real property.

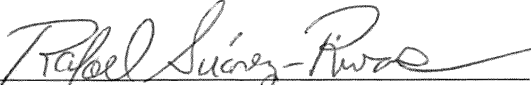
ORDER

THEREFORE, it is the Order of the Special Magistrate that, based on the foregoing, the Respondent(s) shall comply with the TOWN OF PEMBROKE PARK CODE OF ORDINANCE SECTION(S) 5-105; 5-17 **WITHIN 30 DAYS OF THE DATE OF THE FORMAL HEARING** held on 18th day of May 2021. If the Respondent(s) does/do not comply within the time specified, the Respondent(s) shall pay **\$50.00 PER DIEM(PER DAY) FOR EACH DAY THE VIOLATION(S) continue to exist beyond the date set for compliance herein. IN ADDITION TO THE FINES ASSESSED BY THE SPECIAL MAGISTRATE, A MANDATORY ADMINISTRATIVE FEE OF ONE HUNDRED DOLLARS (\$100.00) SHALL BE PAID WITHIN 30 DAYS OF THE DATE OF THE HEARING.**

A FINE AND LIEN IMPOSED BY THE SPECIAL MAGISTRATE SHALL CONTINUE TO ACCRUE UNTIL THE RESPONDENT(S) AND VIOLATOR(S) COME INTO COMPLIANCE WITH THE FINAL ORDER. RESPONDENT SHALL NOTIFY THE TOWN'S CODE COMPLIANCE OFFICER, WHO SHALL INSPECT THE PROPERTY TO DETERMINE IF COMPLIANCE HAS OCCURRED.

DONE AND ORDERED at the Town of Pembroke Park, Florida,
this 18th day of May 2021.

TOWN OF PEMBROKE PARK


Rafael Suarez-Rivas, Special Magistrate

Any person aggrieved by a Final Order of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

I the undersigned, Code Enforcement Officer, Teresa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 18 day of May, 2021.



Teresa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

92125600

LEASE AGREEMENT

Handwritten initials/signature

THIS LEASE AGREEMENT, made and entered into in duplicate on the days and dates hereinafter set forth, by and between DAVID E. ZELL, individually and as Trustee, of 4105 North 49th Avenue, Hollywood, Florida, 33021, telephone number: (305) 983-5925, as Lessor, (hereinafter called ZELL), and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, of 3150 S. W. 52nd Avenue, Pembroke Park, Florida, 33023, telephone number: (305) 966-4600, as Lessee, (hereinafter called TOWN).

92 MAY 26 AM 11 42

W I T N E S S E T H:

WHEREAS, ZELL is the owner of the following described property, to-wit:

A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.

BK 19305 PG 0006

RETURN TO: TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33094

Said lands containing 2306.4 square feet or 0.0529 acres.

(Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

and,

WHEREAS, TOWN desires to lease from ZELL the above-described property for a term of ninety-nine (99) years in order to utilize said property for municipal purposes; and

Handwritten numbers: 33, 00, 45, 00

RR 83/10

WHEREAS, ZELL desires to lease said property to the TOWN for said term of ninety-nine (99) years pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the mutual covenants herein contained to be performed by each party, the parties hereto do covenant and agree as follows:

1. That the TOWN does hereby lease from ZELL and ZELL does hereby lease unto the TOWN the following described property, to-wit:

A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.

Said lands containing 2306.4 square feet or 0.0529 acres.

(Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

for a term of ninety-nine (99) years beginning March 1, 1992 and ending February 28, 2091.

2. The parties agree that the TOWN, its agents, employees, guests and invitees, shall have access and right of use for the Lease term for that certain parcel of property lying between the East boundary of the above parcel and the West shoreline of the lake to the east of the parcel described in Paragraph 1. It is the

- 2 -

RRL 730
10

intention of the parties hereto that the TOWN, its agents, employees, guests and invitees, have access and the right of use for the entire parcel between the East right-of-way line of Prairie Avenue and the West shoreline of the lake to the East of Prairie Avenue within the northern and southern perimeter described herein for the Lease term.

3. That the total rent to be paid by the TOWN to ZELL for the leasing of the above-described property for the full ninety-nine (99) years shall be the sum of TEN AND NO/100TH (\$10.00) DOLLARS which shall be paid by TOWN to ZELL upon the execution of this Lease Agreement, the receipt of which is hereby acknowledged by ZELL as complete and full payment of all rent due for the term of the Lease specified herein.

4. This lease agreement is subject to the following rights which are reserved by Zell with the consent of the Town:

- a. The right of ingress and egress across the southern portion of the demised property to the lake which the demised property abuts for the purpose of cleaning and maintaining the lake and the shoreline of the lake.
- b. The right to maintain, replace, and repair the water storage tank presently located on the demised property in its present location for use in the irrigation of the mobile home park belonging to Zell as well as the pipes, pumps, electrical equipment and conduits servicing said tank.

5. In consideration of the Towns leasing said property, Zell agrees as follows:

- a. To provide potable water so long as a source for potable water is available at the site of the demised property or within the mobile home park east of and adjacent to the demised property or the successor occupants or users of said property to

all facilities existing on said property or which may be constructed by Town on said property and the lands adjacent thereto for ten (10) years beginning on the first day of this lease without cost or charge to the Town in such amounts as may be necessary to meet the needs of said facilities. This section shall not be construed to require Zell to construct infrastructure for delivery of the potable water. Upon the expiration of the ten year period of free water supply as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of water supply, the Town agrees to pay Zell and Zell agrees to accept from the Town for said water supply the exact cost to Zell for furnishing said water supply to the Town.

- b. To permit the Town to withdraw water from the lake in such quantities as the Town may deem proper to maintain the park and recreational facilities between Carolina Street and Georgia Street in and adjacent to the right-of-way of Prairie Avenue. Zell shall have no obligation to install or provide any pipes or mains to enable the Town to withdraw water from the lake in that it shall be the obligation of the Town if and when it desires to withdraw water from the lake to provide and pay for all facilities required for that purpose. The water so withdrawn shall be used for maintaining the linear park, now known as HOWARD P. CLARK, SR. PARK, and fire prevention and control. Zell shall have no obligation by virtue of this Agreement to maintain the water level in the lake at any particular height.
- c. To permit the Town to maintain the current tie-in with the wastewater and sanitary sewage collection

RPD
Zell

system of Bamboo Lakes Mobile Home Park for ten (10) years beginning on the first day of this lease and to accept the flow from the demised premises and all facilities constructed thereon and the lands adjacent thereto without charge to the Town, so long as a source is available for discharge of the flow generated thru the wastewater and sanitary sewage collection system of Bamboo Lakes Mobile Home Park by its occupants and the successor occupants or users of said property. Upon the expiration of the ten year period of free wastewater and sanitary sewage disposal as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of wastewater and sanitary sewage disposal, the Town agrees to pay Zell and Zell agrees to accept from the Town for said wastewater and sanitary sewage disposal the exact cost to Zell for furnishing said wastewater and sanitary sewage disposal to the Town.

6. The Town agrees to maintain the demised property including all shrubbery, trees and ground cover located thereon and the shoreline of the lake within the demised property.

7. The parties hereto recognize and acknowledge that there are presently two improvements on said property to wit: a shuffleboard court and a rec hall. The Town, by the acceptance of this lease, has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same. All costs incurred in the removal or remodeling of the existing improvements on the demised property shall be the responsibility of the Town.

8. The Town acknowledges that any facilities constructed or built on the demised property will be open to use by all residents of the Town.

9. Zell shall continue to have the responsibility and

- 5 -

obligation to pay all taxes and assessments against the demised property.

RRR 8/21/91

10. The Town shall pay all charges for electrical service and garbage and trash pickup for the demised premises.

11. This Agreement does not grant or authorize the use by the general public of any part of the Zell property not leased hereunder, including but not limited to private roads within the mobile home park or any part of the lake.

12. The mobile home located at 3113 S.W. 23rd Street, which is directly north of the demised property and encroaches within the Prairie Avenue right-of-way as shown on the survey prepared for Zell by Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540, shall be permitted to remain, provided however, any mobile home or appurtenances attached thereto or structure which replaces this mobile home will not be permitted within any portion of the right-of-way of Prairie Avenue (S.W. 31st Place) provided, however, the Town agrees to reduce the setback requirements with respect to Prairie Avenue for any subsequent mobile home at said location. The fence and metal shed which also encroach within the Prairie Avenue right-of-way as shown on said survey shall be permitted to remain only so long as Agnes Hogleman actually owns and occupies the adjacent mobile home and upon the occurrence of either her death, the sale of said mobile home or her moving from said mobile home for any reason, said encroachments may be forth-with removed by the Town and all setback requirements of the Town shall thereafter be met.

BK 19305PG0011

13. The Town agrees to include the subject property within its comprehensive liability policy and to furnish Zell a copy of said policy or a certificate evidencing said insurance.

14. Zell does hereby fully warrant the title to the demised premises and will defend the same against the claims of all persons whomsoever.

15. The parties hereto acknowledge that this agreement contains the entire agreement between the parties and that neither party has made any representations to the other beyond those set forth herein.

16. This Agreement can only be amended by an agreement in writing signed by the parties hereto or their successors or assigns.

17. This Agreement shall be executed in two (2) counterparts, each of which shall have the same force and effect as if it were an original.

18. All terms and conditions of this Lease Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the days and years hereinafter set forth.

Signed, sealed and delivered in the presence of:

Robert A. Levy
Robert A. Levy
Richard F. Manegold
As to Lessor
Richard F. Manegold

Executed by Lessor this 28 day of February, A. D., 1992.

David E. Zell
DAVID E. ZELL, individually and as Trustee

"LESSOR"

Signed, sealed and delivered in the presence of:

Robert A. Levy
Robert A. Levy
Arthur Hatton
As to Lessee
Arthur Hatton

Executed by Lessee this 28 day of February, A. D., 1992.

TOWN OF PEMBROKE PARK, a municipal corporation

BY:

Raymond P. Oglesby
RAYMOND P. OGLESBY, Mayor

ATTEST:

Teresa Ciunmo
THERESA CIUNMO,
Clerk-Commissioner

"LESSEE"

- 7 -

BK 19305PC0012



STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DAVID E. ZELL, individually and as Trustee, to me known to be the person described in and who executed the foregoing agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, A.D., 1992.

My Commission Expires: 11-16-94
STATE OF FLORIDA)
COUNTY OF BROWARD)

Janice R. Riche
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Nov. 16, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I HEREBY CERTIFY THAT on this day before me, an officer duly authorized to take acknowledgements, personally appeared RAYMOND P. OGLESBY as Mayor and THERESA CIUMMO as Clerk-Commissioner of the TOWN OF PEMBROKE PARK, to me known to be the persons described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily on behalf of the TOWN OF PEMBROKE PARK.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, 1992.

My Commission Expires: 11-16-94

Janice R. Riche
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Nov. 16, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

This instrument was prepared by
TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

BK 19305F60013

BR WARD
FLORIDA

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 5142 20 00 0520

SUBDIVISION BAMBOO PARADISE MOBILE HOME PAR BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
2421-2423 SW 25 STREET FL 33009 20-51-42 W1/2 OF SE1/4 OF SE1/4 OF SE1/4 TOG WITH E1/2 OF SW1/4

2. GENERAL DESCRIPTION OF IMPROVEMENT:
ASPHALT REPAIR

3. OWNER INFORMATION: a. Name CLARK, HOWARD P JR

b. Address 2421 GLORIA LN HALLANDALE BEACH FL 33009 c. Interest in property _____

Name and address of fee simple titleholder (if other than Owner) _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

6301 W. SUNRISE BLVD SUNRISE, FL 33313 954-581-5805 FAX 954-581-0465

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:
N/A

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:
N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a) 7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

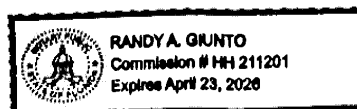
WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS TO LENDER. CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION IF YOU INTEND TO OBTAIN FINANCING. CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

HP Clark Jr
Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Howard P Clark, Jr., owner
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ Online notarization, this 17 day of NOV., 2022
by Howard P Clark Jr, who is personally known _____ or produced the following type of identification FLDL



Randy A. Giunto
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes)



NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 5142 20 00 0520

SUBDIVISION 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE BLOCK TRACT LOT BLDG UNIT

2303 SW 30th Court Pembroke Park, FL 33009

2. GENERAL DESCRIPTION OF IMPROVEMENT:

Replace 5 gang meter bank w/ 5d is connects w/ new.

3. OWNER INFORMATION: a. Name DAVID E ZELL TRZELL, DAVID E TRS

b. Address 141 GREENS RD HOLLYWOOD FL 33021

c. Interest in property _____

Name and address of fee simple titleholder (if other than Owner) N/A

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
MMJ ELECTRIC INC.

361 SW 13 AVE POMPANO BEACH FL 33069

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

N/A

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Licor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified):

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June 2023

by

Steve Zell



Signature of Notary Public

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Rev. 02/14/2020 (Recording)

RESET FORM

This Instrument prepared by:
Jerome R. Schechter, P.A.
1995 East Oakland Park Blvd., #210
Fort Lauderdale, FL 33306

PARCEL IDENTIFICATION #:

THIS QUIT-CLAIM DEED executed this 22 day of Feb, 2017 by DAVID ZELL a/k/a DAVID E. ZELL, Individually and as Trustee, Grantor, whose post office address is 140 Greens Road, Hollywood, Florida 33021 to DAVID E. ZELL as Trustee of the Trust Agreement dated the 21st day of November, 1984 which Trust grants full power and authority in the Grantor and thereafter the Grantee to sell, convey, grant and encumber both the legal and beneficial interest in the real property described hereinbelow pursuant to Florida Statute 689.07, whose post office address is 140 Greens Road, Hollywood, Florida 33021, Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward State of Florida, to-wit:

THE WEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING AND BEING IN BROWARD COUNTY, FLORIDA; AND THE NORTH ¼ OF THE EAST ¼ OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST LYING AND BEING IN BROWARD COUNTY, FLORIDA

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

nb: This Quit Claim Deed was prepared and recorded without the benefit of title search or title examination.

nb: The real property is not the homestead of the Grantor.

nb: This conveyance is made without consideration. The subject realty is unencumbered and this Quit Claim Deed is made to correct a deficiency in a previous Deed on which the taxes have been paid.

THIS SPACE INTENTIONALLY LEFT BLANK

nb: This Deed refers to the same property legally described in the certain Warranty Deed dated May 30, 1979 as recorded in Official Records Book 8248 at Page 695 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Grantor has set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Danielle Green

DAVID E. ZELL

Print Name: C. J. Schoch

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DAVID E. ZELL, who is personally known to me or who has produced _____ as identification who executed the foregoing instrument and acknowledged before me that she executed the same.

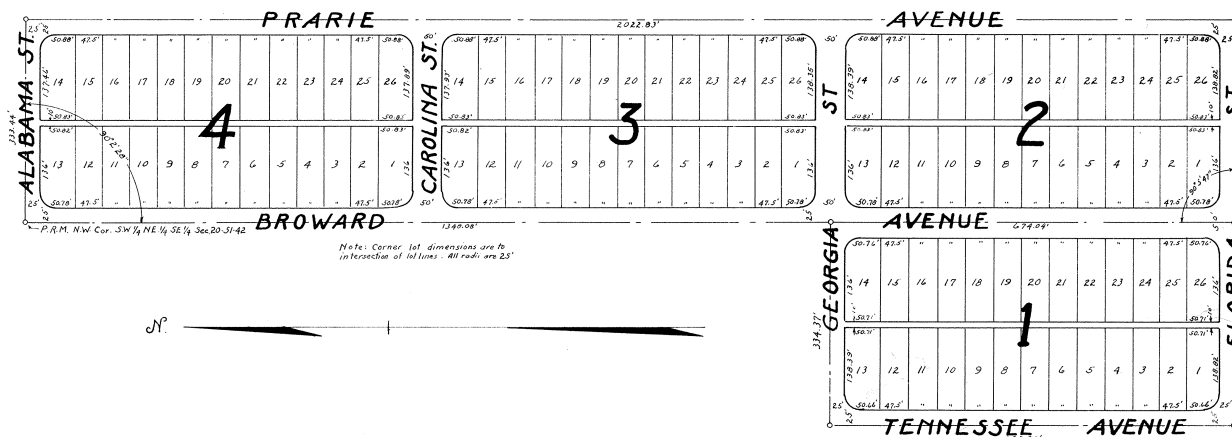
WITNESS my hand and official seal in the County and State last aforesaid this 22 day of February, 2017.


NOTARY PUBLIC

My commission expires:



62980



HOLLYDALE

A SUBDIVISION IN SEC. 20-51-42, BROWARD COUNTY

FOR

WALTER R. HELLIER

SCALE 1"=100' BISCAYNE ENGINEERING COMPANY SEPTEMBER, 1925
MIAMI, FLORIDA

0° 56' 70"

FB 255

STATE OF FLORIDA,
COUNTY OF BROWARD.
This instrument was filed for record
day of Sept, 1925, and recorded
in book 62980, page 37.
RECORDED, PROTESTED.
Charles A. Byrne
County Clerk

STATE OF FLORIDA,
COUNTY OF BROWARD.
I hereby certify that the within plat com-
plies with the laws of 1925 General Acts.
FRANK A. BYRN,
County Clerk



STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY that this is a true
and correct copy of a map or plat as the same
appears of record in Plat Book 62980, at Page 37
of the public record of Broward County, Florida.
WITNESS my hand and official seal in the City of
Fort Lauderdale, FL this 14 day of Sept, A.D.
1925.
L. A. METER, County Administrator
By *Sam Wilson*, D.C.



KNOW ALL MEN BY THESE PRESENTS:
That Walter R. Hellier, Attorney in Fact for Adolph Freundland and Bess E. Freundland,
his wife, Joseph B. Long and Nellie Long, his wife, has caused to be made the attached plat of
"HOLLYDALE", the same being a subdivision of the East Half (E 1/2) of the Southeast quarter (SE 1/4) of
the Southwest quarter (SW 1/4) of Southeast quarter (SE 1/4) and West half (W 1/2) of Southwest quarter
(SW 1/4) of Southeast quarter (SE 1/4) of Southeast quarter (SE 1/4) and West half (W 1/2) of Northwest quarter
(NW 1/4) of Southeast quarter (SE 1/4) of Southeast quarter (SE 1/4) of Section Twenty (20), Township
Fifty-One (51), South, Range Forty Two (42), East, Broward County, Florida.
Said tract of land being subdivided into Blocks and Lots the streets and avenues
as shown thereon are hereby dedicated to the perpetual use of the public for proper purposes,
reserving however to the said Adolph Freundland and Bess E. Freundland, his wife, Joseph B. Long and Nellie Long, and their heirs, administrators, executors and assigns
the reversion and extensions thereof, whenever needed in accordance with law.
In witness whereof I have hereunto set my hand and seal this 23 day
of Sept, A.D. 1925 at Miami, Dade County, Florida.

In the presence of:

Frank B. Houston

Walter R. Hellier

Leo Klein

STATE OF FLORIDA) ss.
COUNTY OF DADE)

I hereby certify that on this day personally appeared before me, an
officer duly authorized to administer oaths and take acknowledgments, Walter R. Hellier,
Attorney in Fact, to me known to be the person described in and who executed the
 foregoing instrument, and he acknowledged that he executed the same freely and
voluntarily, for the purposes therein expressed.

Witness my hand and official seal at Miami, Dade County, Florida,
this 23 day of Sept, A.D. 1925.

Paul Bolton
Notary Public, State of Florida at Large
My commission expires Apr. 27, 1927.

Approved for record.



J. F. Chaffin 9/23/25
County Engineer

We hereby certify that the attached plat of "HOLLYDALE" is true and
Correct as recently surveyed and plotted under our supervision.

THE BISCAYNE ENGINEERING CO.
By *John A. Moore*, Pres.
Registered Engineer No. 133

Filed this _____ day of _____ A.D. 1925 at _____ in Book No. _____
of Plats at Page _____ Public Records Broward County, Florida.

Clerk of the Circuit Court
By _____
Deputy Clerk

I HEREBY CERTIFY that this is a true and correct copy of a map or plat as the same appears of record in Plat Book 16 at Page 49 of the public record of Broward County Florida. WITNESS my hand and official seal in the City of Fort Lauderdale, FL this 15 day of May, A.D. 1935.

A. HESTER, County Administrator
By: *Richard B. Hester* D.C.

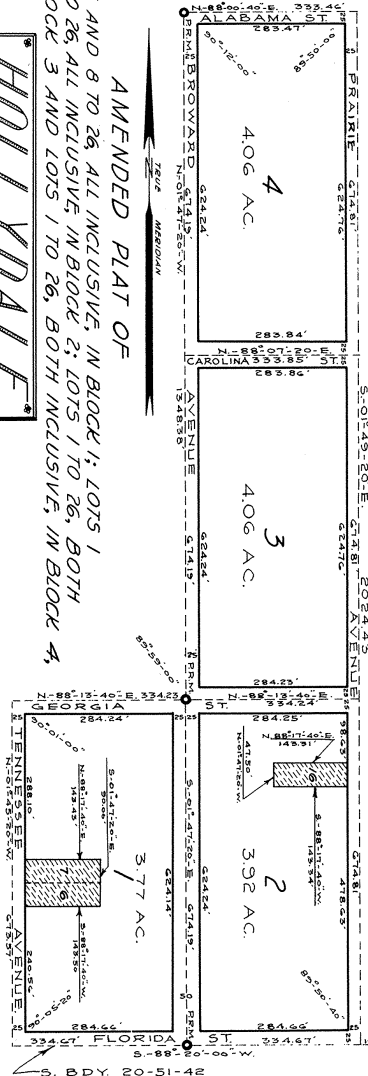


NOTE
Indicates lots not included in this Plat.

AMENDED PLAT OF
LOTS 1 TO 5 AND 8 TO 26, ALL INCLUSIVE, IN BLOCK 1; LOTS 1 TO 15 AND 17 TO 26, ALL INCLUSIVE, IN BLOCK 2; LOTS 1 TO 26, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 1 TO 26, BOTH INCLUSIVE, IN BLOCK 4.

A SUBDIVISION IN SECTION 20-51-42
BROWARD COUNTY, FLORIDA
CHARLTON & ASSOCIATES - ENGINEERS
AUGUST 1, 1935
SCALE: 1"=150'

HOLLYDALE



DEDICATION
STATE OF FLORIDA } ss.
COUNTY OF DADE }

KNOW ALL MEN BY THESE PRESENTS, That the FLAVA FRUIT COOPERATION, a corporation under the laws of the State of Florida, owner of the above described property, has caused to be made this plat for the purpose of re-subdividing the same in the manner shown. All streets and avenues are hereby dedicated to the public for perpetual use as thoroughfares, reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof when ever discontinued by law.

IN WITNESS WHEREOF, FLAVA FRUIT COOPERATION has caused this declaration to be signed by its President, attested by its Secretary and its corporate seal to be affixed this 1st day of September, A.D. 1935.

THE FLAVA FRUIT COOPERATION
By: *W. J. Hester*
President

WITNESSES:
A. J. Hester, Secretary
H. J. Hester, Treasurer
J. J. Hester

ACKNOWLEDGMENT
STATE OF FLORIDA } ss.
COUNTY OF DADE }

Personally appeared before me on officer empowered to administer oaths and take acknowledgments, W. J. Hester and J. J. Hester, G. SUSTEON, respectively president and secretary of FLAVA FRUIT COOPERATION, to me well known to be the persons described in and who executed the foregoing declaration, and severally acknowledged the execution thereof to be their free act as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of Miami, in the County of Dade, State of Florida, this 1st day of Sept., A.D. 1935.

J. J. Hester
Notary Public, State of Florida
My commission expires Dec. 12, 1935

ENGINEER'S CERTIFICATE
STATE OF FLORIDA } ss.
COUNTY OF BROWARD }

We hereby certify, that the foregoing amended plat of Hollydale is a true and correct representation of a subdivision of the above described lands recently made by us, that all dimensions, angles and bearings are correctly shown and that permanent reference monuments have been set at the locations indicated.

Dated at Fort Lauderdale, Florida, this 1st day of Sept., A.D. 1935.

CHARLTON & ASSOCIATES

By: *J. J. Hester*
Registered Engineer, No. 685
Florida, dated June 21, 1935
State of Florida.

COUNTY ENGINEER'S CERTIFICATE
STATE OF FLORIDA } ss.
COUNTY OF BROWARD }

I, H. C. DAVIS, county engineer of the said county do hereby certify that I have examined this amended plat of Hollydale, and in my capacity as such county engineer do hereby accept and approve the same for record.

Dated at Fort Lauderdale, Florida, this 26 day of September, A.D. 1935.

H. C. Davis
County Engineer
Registered Engineer, No. 48
Florida, dated September 11, 1935
State of Florida.

CIRCUIT COURT CLERK'S CERTIFICATE
STATE OF FLORIDA } ss.
COUNTY OF BROWARD }

I hereby certify that this plat complies with the provisions of the act to regulate the making of maps and plats in the State of Florida, approved by the Governor June 18, 1935.

J. J. Hester
Clerk of the Circuit Court, Broward County, Florida
By: *J. J. Hester*
Deputy Clerk.

26th
16
49
J. J. Hester
16

261962
 STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 DEPT. OF REVENUE
 JUN-479
 11122
 825.00
 900.00
 900.00
 (This instrument was prepared by:
 EDWARD S. RESNICK, ESQUIRE
 EDWARD S. RESNICK, ESQUIRE
 SCHNEIDER AND MAGER, P.A.
 3021 Tyler Street
 HOLLYWOOD, FLORIDA 33020)

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

79-16853 1

This Indenture, Made this 30th day of May 1979, Between

CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife

of the County of Broward, State of Florida, grantor*, and

DAVID ZELL, Trustee

whose post office address is 4105 North 49th Avenue, Hollywood

of the County of Broward, State of Florida 33021, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of \$10.00 -----

Ten and no/100 ----- Dollars,
 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
 described land, situate, lying and being in Broward County, Florida, to-wit:

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of
 the Southeast 1/4 of Section 20, Township 51 South, Range 42 East,
 lying and being in Broward County, Florida;

and
 The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4
 of the Southeast 1/4 of Section 20, Township 51 South, Range 42
 East, lying and being in Broward County, Florida.

SUBJECT TO taxes for the year 1979 and subsequent years, and
 conditions, restrictions, limitations, and easements of record, if
 any, and ALSO SUBJECT TO a purchase money wraparound mortgage in
 favor of CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife, in
 the sum of \$695,000.00.

This conveyance shall not transfer any rights to or impose any obligations upon
 the grantee arising out of that certain agreement between the grantors and
 Howard P. Clark and Dorothy Clark, his wife, dated 10/1/62, and recorded 10/10/62
 in O. R. Book 2473 at Page 797 of the Public Records of Broward County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
 persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Everlyn E. Everlyn
[Signature]

Carl Clark
 CARL CLARK (Seal)

Dorothy Stuchel Clark
 DOROTHY STUCHEL CLARK, his wife (Seal)

[Signature]
 DOROTHY STUCHEL CLARK, his wife (Seal)

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA

STATE OF Florida
 COUNTY OF Broward
 GRAHAM W. WATT
 COUNTY ADMINISTRATOR

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
 CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife,

to me known to be the person S described in and who executed the foregoing instrument and acknowledged before me
 the S executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of May 1979.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES JUNE 14 1980
 BONDED THRU GENERAL INS. UNDERWRITERS

Record and return to: [Signature]
 11010 Loxley Ave.
 Hollywood, Florida 33022

ESR:ele R-5535

AGENDA ITEM REPORT



To: Commission
Subject: Settlement Agreement
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

Discussed and approved with monetary changes not to exceed \$500.00

ATTACHMENTS:

[Attorney Howard Proposed Changes Separation Agreement - David Howard](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between **David A. Howard** ("Employee") and the **Town of Pembroke Park, a Florida municipal corporation (hereinafter referred to as "Town")**, and relates to Employee's separation of employment from the Town.

This Agreement is pursuant to the separation terms specified in Section 11 of the Employee's 2022 Employment Agreement, which is attached hereto as Exhibit 1.

Employee and the Town agree as follows:

1. Last Day of Employment. Employee's last day of employment with the Town was May 10, 2023. As of that date, except as expressly provided in this Agreement, all compensation, benefit coverage, and other benefits of employment ended.

2. Consideration. In consideration for Employee signing this Separation Agreement and General Release and complying with the promises made herein, the Town agrees to pay to Employee severance in the amount of \$59,615 dollars and 44/100 cents [\$59,615.44] by direct deposit into Employee's established direct deposit payroll account(s) on or by October 30, 2023. The Town will have no duties or liabilities toward the Employee except as set forth herein. The amount stated above represents agreed to negotiated sums intended to cover any and all potential claims for payment and also constitutes the consideration for Employee's waivers and releases as set forth below in Paragraphs 6 and 9 below.

3. Taxation. Employee acknowledges and agrees that the Town is providing no tax or legal advice and makes no representations regarding Employee's tax obligations or consequences, if any, related to any part of this Agreement. Employee further agrees that Employee will assume any and all tax obligations or consequences which may arise from this Agreement, and Employee will not seek any indemnification from the Town in this regard.

4. Other Payments. Employee acknowledges that, except for Employee's final sick and vacation payout pursuant to the Employment Agreement and payable in the paycheck dated on or by May 17, 2023, no other payments, benefits, or other remuneration is owed to Employee, except as specifically provided in this Agreement.

5. No Consideration Absent Execution of this Agreement. Employee understands and agrees that he is not entitled to, and would not receive the consideration (compensation) specified in Paragraph 2, except for his execution of this Agreement. Employee also understands he would not have received the consideration (compensation) specified in Paragraph 2 unless he waived his rights and claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act of 1990, as well as any and all of the statutes and causes of action listed in Paragraphs 6 and 9.

{00565478.1 3399-0000023 }

Howard Initials _____

6. Employee's General Release of Any and All Claims. Employee knowingly and voluntarily releases and forever discharges the Town of and from any and all claims, known and unknown, which he, his heirs, executors, administrators, successors, and assigns have or may have as of the date of execution of this Agreement against the Town. Employee understands that he releases and forever discharges the Town from any and all claims, including but not limited to any alleged violation of:

- A. National Labor Relations Act, as amended;
- B. Title VII of the Civil Rights Act of 1964, as amended;
- C. Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- D. Employee Retirement Income Security Act of 1974, as amended;
- E. Immigration Reform and Control Act, as amended;
- F. Americans with Disabilities Act of 1990, as amended;
- G. Age Discrimination in Employment Act of 1967, as amended;
- H. Older Workers Benefit Protection Act of 1990;
- I. Family and Medical Leave Act of 1993, as amended;
- J. Occupational Safety and Health Act, as amended;
- K. Worker Adjustment Retraining and Notification Act (WARN);
- L. United States or Florida Constitutions, including any claims for violation of the right to privacy;
- M. Sections 760.01 – 760.10, Florida Statutes as amended;
- N. Section 725.07, Florida Statutes as amended;
- O. Any other federal, state, or local law, regulation, rule or ordinance;
- P. Any personal injury, emotional distress or loss of consortium claims;
- Q. Any public policy, contract (express, implied, oral or written), tort, or common law;
- R. Any equitable relief claims;
- S. Any wrongful discharge claims;
- T. Any misrepresentation, fraud, defamation and contract claims; and,
- U. Any claims for costs, fees, or other expenses, including attorneys' fees incurred or claimed in relation to this or any matters covered by this Agreement.

With regard to any potential claims under the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Employee hereby knowingly and voluntarily releases the Town and Employee acknowledges and attests that he has had every opportunity to make an informed choice whether or not to sign this Agreement. Specifically, Employee acknowledges that he understands the terms and conditions of this Agreement and he has had an opportunity to consult with an attorney regarding such terms and conditions. Employee is making the knowing and voluntary decision to sign this Agreement prior to the 21-day time period set forth in the ADEA and OWBPA. Employee affirms that his decision to waive the 21-day time period was not induced by the Town through fraud, misrepresentation, or any other promise or threat to withdraw the offer prior to the expiration of the 21-day time period. Employee is not waiving Employee's vested rights and benefits under any of the Town's pension or retirement benefit plans (if applicable).

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Howard Initials _____

YOU SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

7. Town's General Release of Any and All Claims. Town knowingly and voluntarily releases and forever discharges Employee from any and all claims, demands, proceedings, liens, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, arising out of, or in any way related to Employee's hire, benefits, employment, separation from employment with Town by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from Employee's hiring, up to and including, the date of the Town's execution of this Agreement.

8. Return of Town Property. Employee acknowledges that he has returned to the Town, all of its property, including any and all Town equipment he may have in his possession. Employee further acknowledges that he has provided login credentials, including user names and passwords, for any and all programs, software, and/or websites to which he had access for business purposes.

98. Records. Employee has been the custodian of public records while employed by the Town. Employee will cooperate with Town or Town designated information technology professionals to transfer any and all public records to the Town within ten (10) days of execution of this Agreement.

109. No Charges Exist and No Charges Will Be Filed. Employee waives his right to file any charges or complaints on his own behalf or to participate in any charge or complaint that may be made by any other person or organization on Employee's behalf in any federal, state, or local court or administrative agency against the Town, except as such waiver is prohibited by law. Should any such charge or complaint be filed with the EEOC or any other governmental agency, which Employee legally cannot waive his rights to file charges with, Employee agrees he will not accept any relief or money from it. Employee confirms that no charge, complaint, or action against the Town exists or has been filed in any forum or form on Employee's behalf.

Employee understands he is waiving any and all claims, whether known or unknown to him, and whether or not he suspects that those claims exist or might exist at this time, except as such waiver is prohibited by law. In the event that any such claim is filed, it must be dismissed with prejudice upon presentation of this Agreement, and Employee must reimburse the Town for the costs, including attorneys' fees, of defending such action, except as prohibited by law.

110. Non-disparagement. Both parties agree that they have not made and will not make any statements or take any actions, from the date of this Agreement forward, which (i) in any way could disparage the other party, (ii) could foreseeably harm the reputation and/or good will of

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Howard Initials _____

the other party, or (iii) in any way, directly or indirectly, could knowingly cause, encourage, or condone the making of such statements or the taking of such actions by anyone else. Town will provide substantially the following information in response to any inquiries regarding Employee's services to the Town from potential employers, the public, or the media: Employee was hired on February 22, 2021, and separated from service on May 10, 2023.

121. Choice of Law and Venue. This Separation Agreement and Release is to be construed at all times in accordance with and governed by the laws of the State of Florida applicable to agreements made and to be performed entirely within such State. Any action to enforce this Agreement must be brought solely in the state or federal courts located in the State of Florida, Broward County. SUBJECT TO APPLICABLE LAW, BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.

132. Non-Admission of Wrongdoing. Employee and the Town agree that neither this Agreement nor the furnishing of any consideration for this Agreement will be deemed or construed at any time for any purpose as an admission by Employee or by the Town of any wrongdoing, liability, or unlawful conduct.

143. Absence of Reliance. Employee acknowledges and understands that by entering into this Agreement, he has not relied in any way upon representations or statements of the Town other than those representations or statements set forth in this Agreement.

154. Entire Agreement. This Agreement contains the entire agreement between the Employee and the Town and supersedes and terminates any and all previous agreements between Employee and the Town, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are hereby merged and integrated into, and are superseded by, this Agreement.

165. Amendment. This Agreement may not be modified, altered, or changed except upon the express, written consent of all parties, which includes specific reference to this Agreement.

176. Successors. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective heirs, executors, successors in interest, and assigns.

187. Headings. The headings are solely for convenience of reference and will not in any way affect the interpretation of this Agreement.

198. Acknowledgements.

- (a) Employee acknowledges that he has been advised to consult an attorney before signing this Agreement and that he has had the opportunity to consult with an attorney of his choice; and

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Howard Initials _____

- (b) Employee acknowledges that he has read this agreement in its entirety, understand its provisions, and knowingly and voluntarily consents to its terms and conditions.

2019. THE AGREEMENT TAKES EFFECT UPON EXECUTION BY ALLPARTIES.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

SEPARATION AGREEMENT AND GENERAL RELEASE SIGNATURE PAGE

The parties knowingly, voluntarily and with the approval of any attorney they may have consulted, execute this Agreement as of the date set forth below:

EMPLOYEE:

By: _____
David A. Howard Date

WITNESSED:

By: _____
Signature Date

Printed Name

TOWN OF PEMBROKE PARK

{00565478.1 3399-0000023 }

By: _____
Mayor Ashira Mohammed

Date

WITNESSED:

By: _____
Signature

Printed Name

Date

AGENDA ITEM REPORT



To:

Subject: Purchasing Manual

Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Legal

Staff Contact: Jacobs Horowitz, Interim Town Attorney

BACKGROUND INFORMATION:

The OIG has requested a number of policies to strengthen the purchasing/P-Card process. Attached are the policies requested by the Commission to be approved.

FINANCIAL IMPACT:

None

ATTACHMENTS:

[Attorney Final OIG memo](#)

[REVISED TOWN REDLINE Draft Pembroke Park Purchasing Policies](#)

[Attorney Ord 2023-XXX \(Creating Chapter 2 Article XII - Travel Reimbursement Policy](#)

[Attorney Purchasing Card User Agreement](#)

[Attorney Sign In Sheet - Purchasing Policies Training](#)

[Attorney Certificate of Course Completion - Purchasing Policies Training](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

**TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-014**

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem A. Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Quentin E. Morgan, Assistant Interim Town Attorney *QEM*

DATE: October 18, 2023

RE: Town of Pembroke Park (the "Town") / OIG Report - Purchasing Manual and Internal Controls

In response to the September 28, 2023 OIG Closing Memorandum Re: The Town of Pembroke Park Lacks Adequate Authority to Control its Purchasing Card Expenditures, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns.

To that end, the OIG recommended the Town take the following actions:

- Within 60 days of the publication of this memorandum, **finalize a procurement manual** that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, **issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees**, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.

- **Use objective measures to determine which Town officials and staff require the issuance of a p-card** given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- **Require each p-card user to execute an agreement** to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give **advance written authorization** for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to **submit in writing the primary public purpose for the expenditure** on the document submitting the charge for approval and payment.
- **Train all Town officials and staff on the Town's existing and new policies and procedures**, including those delineated in the finalized procurement manual.
- **Encourage Town staff to reject questionable expenditures** and create a process by which they can do so without fear of repercussion.
- **Enforce accountability standards for all Town officials and staff**, including p-card revocations for those holders who repeatedly violate p-card policies.
- **Ensure that p-card holders are not paying sales tax on applicable purchases** and that there is recoupment when the Town improperly pays sales taxes.

In response to the OIG Closing Memorandum, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns. We offer the following recommendations:

- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt an updated *Purchasing Manual* which is consistent with the current Town Code. **A draft of the updated *Purchasing Manual* is attached hereto for your review and consideration.**
- In the long term, we recommend that the procurement code be reviewed for consistency with current state law and Town practices.
- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt and begin the process to codify an updated travel policy which is consistent with State law. **A draft *travel reimbursement policies and***

procedures ordinances is attached hereto for your review and consideration.
We recommend as part of the Ordinance approval process, that all prior travel policies be repealed.

- We recommend that the any prior credit card or p-card policies be repealed and replaced by the policy set forth in the draft Purchasing Manual. ***A draft of the Purchasing Card Employee Agreement is attached hereto for your review and consideration.***
- We recommend that a training schedule be implemented for staff and elected officials on the Purchasing Manual and Travel Policy on at least an annual basis and within forty-five (45) days of adoption of the new policies. ***A draft sign-in sheet and certificate of training completion is attached hereto which will serve to provide confirmation of those that have completed the training.***
- We recommend that the Town Commission empower the Town Manager with the authority to unquestionably enforce the Town's internal controls as suggested by the OIG.

Since the OIG will conduct a follow-up review in sixty (60) days to determine what efforts the Town has made to address its observations and concerns, it is imperative that the Town Commission publicly consider and potentially adopt some form of the ordinance, policies and procedures detailed in the attachments in a timely manner.

The Interim Town Attorney's Office remains available to answer any questions and to assist the Town Commission in reviewing these important matters.

JGH:QEM
Attachments

Town of Pembroke Park Purchasing Policy & Procedures Manual

Effective _____

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FOREWARD

The Town of Pembroke Park is dedicated to fairly, equally, and impartially administer its procurement program. To that end, the Town of Pembroke Park Purchasing Policy and Procedures Manual has been developed to serve as a guide that describes and explains the responsibilities of the Town's procurement processes.

This Purchasing Policy and Procedures Manual contains guidelines and procedures to be followed in the daily administration and management of the procurement function. This manual has been developed to serve as an outline to assist in making informed decisions regarding Town purchases. Due to the variety of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

Interpretation of the procedures outlined in this manual is the responsibility of the Chief Procurement Officer, subject to the guidance and supervision of the Town Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing policies, manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the Town Manager or designee. The Procurement services employees encourage any suggestions to improve the effectiveness of the purchasing process.

If at any time you have a specific question regarding purchasing functions, you should contact the Finance Department at 954-966-4600 ext. 232. ok

Section I – General Provisions

A. PURPOSE

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Commission governing the purchasing process contained in the Town's purchasing ordinance, Chapter 2, Article V, of the Town's Code of Ordinances.

This manual is intended assist in the procurement of goods and services at the best possible price, with fairness and integrity in the operations of the Town of Pembroke Park. The Town maintains a unified purchasing system with centralized responsibility under the charge of the Chief procurement officer who serves as the Town's procurement and contracts manager. The Town's purchasing process ensures fair and equitable treatment of all vendors who deal with the Town. In addition, this manual provides assurances for maintaining a purchasing system of quality and integrity and increases public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except as otherwise provided for in the Town Code.

B. LEGAL PROVISIONS

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

The Town's purchasing policy is governed by the Town of Pembroke Park Code of Ordinances from Section 2-120 to 2-137. Copy of the ordinance code can be found at: https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances?nodeId=PTIICOR_C H2AD_ARTVPR

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

C. ETHICS AND VENDOR RELATIONS

The Town of Pembroke Park hold their employees to a purchasing standard that was put in place to ensure that the procurement process is as fair as possible. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

1. Town staff must avoid actual or perceived (regardless of its validity) misconduct or compromising behavior during the procurement process. Strict adherence to proper procurement practices must be followed at all times to protect the reputation of the Town.
2. Town staff shall not solicit, accept, or demand from any vendor any form of personal compensation. This includes money, goods and/or services, offers of employment, reciprocal agreements, or discounts for personal gain.
3. Staff shall use caution when dealing with vendors to ensure that proper policies, procedures, and ethics are adhered to.
4. All vendors must be afforded equal opportunities to compete.
5. The Town will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the Town's needs. To accomplish this, procurement activities will be conducted so that all vendors will value the Town's business and make every effort to furnish its requirements on the basis

of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

6. If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. If a department receives assistance or advice from vendors in preparing their specifications, they must submit the vendor's name(s) to the Chief Procurement Officer. This will assist in ensuring that the procurement process does not experience any problems or protests and address any potential proprietary specifications that the vendor may have suggested.
7. In accordance with Chapter §112.313 Florida Statutes, Town employees shall not contract with the Town through any corporation or business entity in which they or their immediate family members hold a material interest (e.g. ownership of (5%) five percent or more). Immediate family members (spouse, parents, and children) are generally prohibited from contracting with the Town.
8. Bid shopping shall NOT be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. However; this restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration.

Section II – General Guidelines

A. PURCHASING AUTHORITY

Purchasing authority is governed by a set thresholds as stipulated in the Town code or ordinance. The Town Manager may approve and execute contracts for purchases less than and equal to ten thousand dollars (\$10,000.00), if item is contracted or purchased is an item set forth as a line item in the current budget and is appropriated. Purchases greater than ten thousand dollars (\$10,000.00) must be approved by the Town Commission and contracts executed by the Town Mayor. See ordinance 2021-006 (attached)

B. PURCHASING CATEGORIES

1. The purchase of services or commodities in the amount of five thousand dollars (\$5,000.00) or greater shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.
2. The purchase of services or commodities in the amount of ten thousand dollars (\$10,000.00) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.
3. The purchase of services or commodities in the amount of twenty-five thousand dollars (\$25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in the Town Code) and the Town Commission approves the most responsible and responsive proposal, excluding the following exceptions and other exceptions outlined in more detail in Section 2-125 of the Town Code:
 - a. Small purchases
 - b. Sole source purchases

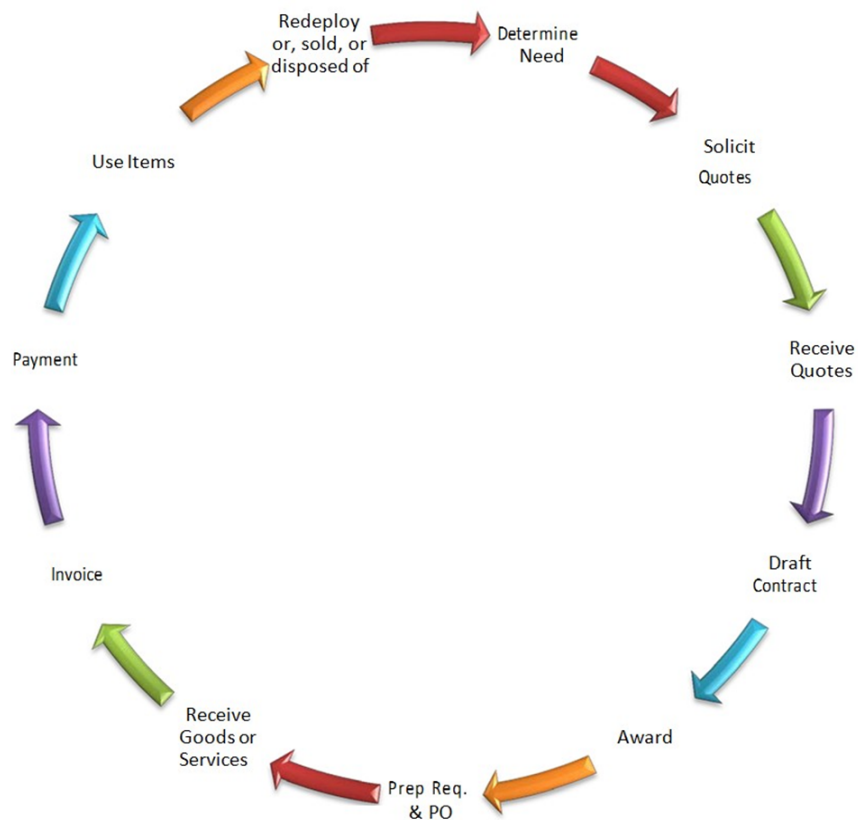
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- c. Proprietary purchases
- d. Emergency purchases
- e. Piggy-Back Agreements
- f. Cooperative Purchasing
- g. Real property (land or buildings) purchase, lease or rental
- h. Insurance and insurance-related products
- i. Works of art for public places
- j. Goods and/or services accepted by the Town via grant, gift, or bequest

C. PURCHASING CYCLE

The purchasing cycle begins with the determination of need and ends with the proper disposal of items that are no longer of use to the Town. The following activities make up the purchasing cycle:

1. Determination of need
2. Issue solicitations/request quotes
3. Receipt, documentation, and evaluation of solicitations/quotations
4. Draft and negotiation of contract (if applicable)
5. Award by Town Manager or Commission Approval (if applicable)
6. Execution of Contract (if applicable)
7. Preparation of purchase order and issuance of purchase order
8. Receipt, inspection, and approval of goods and/or services are satisfactory
9. Invoice submitted by vendor
10. Approval and payment of invoice
11. Items are utilized to their fullest potential by the requesting department
12. Items may be redeployed to other departments within the Town, sold or otherwise disposed of



D. UNAUTHORIZED PURCHASES

No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by the Town Code. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in the Town Code, it shall be unlawful for any Town Officer or employee under the supervision of the Town Manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of the Town Code other than through the central purchasing organization, and the Town shall not be bound by any purchase

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order or contract made contrary to the provisions of the Town Code. Employees involved in unauthorized purchases will be referred to the Human Resources Department and or will be subject to disciplinary action.

NOTE: No item or service is to be ordered, received, or paid for without use of a Purchase Order (Regular, Open, or Emergency), or Procurement Card, with the exception of an authorized Check Request payment or permission of the Chief Procurement Officer or designee.

No employee may purchase Town property for his/her own personal use. (Public Purpose)

No employee may use the purchase power of the Town of Pembroke Park to make private purchases; in addition, employees should not have private purchases sent to the Town C.O.D. to be paid for by the employee.

Section III – Selection of Vendor

A. GENERAL GUIDELINES

There are five methods for selecting a vendor used by the Town: **Quotes**, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Invitation to negotiate ("ITN"), and Request for information ("RFI"). Quotes, written and/or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of selecting a vendor. The remaining five methods, ITB, RFP, RFQ, ITN and RFI, are formal competitive methods for selecting a vendor. Formal competitive selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances **(See Part D. below in this section)** or when pre-approved by the Town Manager, Chief Procurement Officer or designee in other limited instances.

Under no circumstances should known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

B. INFORMAL VENDOR SELECTION METHODS

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed \$10,000. The following procedure must be followed:

TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION

AMOUNT	REQUIRED DOCUMENTATION
\$0 to \$10,000	Two written documented quotes/proposals
\$10,000.01 to \$24,999.99	Three written documented quotes/proposals
\$25,000.00 and greater	Requires competitive solicitation

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. All quotations and Quotation Summary Form shall be attached to the using department's purchase order.

Note: Effective with the publishing of this manual, all purchases that require quotes, whether verbal or written, must be done with a purchase order/purchase order.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total annual cost of the purchases or contract will exceed \$25,000, must be approved by the Town Commission.

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A determination is made by a designated Town Employee after consultation with the user department, as to which formal competitive vendor selection method will be used.

ITB, RFP, RFQ, ITN and RFI are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded to the "lowest responsive, responsible bidder" as determined by the Chief Procurement Officer or designee in consultation with the requesting department. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The ITN is utilized is to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and service. Evaluation is based on the experience of the responders and follow-on discussions with them. The RFI is utilized when it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work.

1. Invitation to Bid (ITB)

Invitation for bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the state, federal government or county and other required forms and documents to be submitted with the bid.

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In determining the "lowest responsive, responsible bidder", the Chief Procurement Officer shall consider:

- A. The prices contained in the bid.
- B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- C. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- D. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- E. The quality of performance of previous contracts of services, including, but not limited to, Town contracts.
- F. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- G. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- H. The quality, availability and adaptability of the commodities, or services to the particular use required.
- I. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- J. The number and scope of conditions attached to the bid.
- K. The overall cost to the Town.
- L. The best interests of the Town.
- M. Any other requirements imposed by state, federal or county rules or regulations.

2. Request for Proposal (RFP)

Request for proposals means a written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for

proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer. Depending on the number of responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and responses, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

3. Request for Qualifications (RFQ)

Request for qualifications means a written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation

criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer. Depending on the number of qualification responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and qualifications, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

4. Invitation to negotiate ("ITN")

Invitation to negotiate is utilized when the Chief Procurement Officer determines that a procurement request is not suitable for an invitation for bid or request for proposals, and that concurrent negotiation with one (1) or more vendors may be necessary for the town to receive the best value, the procurement manager may procure commodities and contractual services by competitive sealed replies solicited through an invitation to negotiate. This source selection method does not

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apply to procurements subject to the Consultants' Competitive Negotiation Act, F.S. 287.055, unless expressly permitted by statute.

5. Request for information ("RFI")

Request for letters of interest means a written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Commission requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting contract is then brought back to Commission for final approval.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

D. EXCEPTIONS

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The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the **Town Code of Ordinances, Chapter 2, Administration, Article V, Purchasing, Section 2-125** for further details. Exceptions must be pre-approved by the Chief Procurement Officer or designee. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

- A. ***Emergency purchases.*** In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, with the concurrence of either the Mayor or if the Mayor is absent from the Town or otherwise unable to act, the concurrence of **the Vice Mayor**, is empowered to waive competitive bidding or competitive proposals and authorize the **Finance Director** to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services. The Town Manager shall include a written report of the circumstances of said emergency purchase at the next regular or special Town Commission meeting.
- B. ***Professional services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, are exempt from this section of the Code; however, state laws, such as the Consultants' Competitive Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.
- C. ***Single-source and sole-source commodities or services.*** Single-source and sole-source commodities or services are exempt from this section of the Code.
- D. ***Utilization of other governmental agencies' contracts (Piggy Back).*** Commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities, including the United

States government, are exempt from this section, provided, however, that this subsection shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the Town to purchase therefrom, and if either:

- i. the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another governmental agency and not on any preference; or
- ii. the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded such governmental contract. Where an award is made pursuant to this paragraph, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- E. ***Cooperative purchasing.*** Cooperative purchasing plans are exempt from this section of the Code.

Section IV – Formal Competitive Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the **Chief Procurement Officer**, as shown below.

A. SPECIFICATIONS

The **Chief Procurement Officer** will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Chief Procurement Officer

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may review specifications and make suggestions, such as alternate products, when appropriate.

The Chief Procurement Officer shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Chief Procurement Officer.

2. Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from

any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non- restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

B. SOLICITATION DOCUMENTS

The **Chief Procurement Officer** will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the **Chief Procurement Officer** will make time available to provide information to all potential responders.

C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ, ITN or RFI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Broward County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk office.

E. SURETY

Bid deposits. When deemed necessary by the Chief Procurement Officer, bid deposits or sureties shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of such deposit or surety where the Chief Procurement Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer upon failure on its part to enter a contract within fifteen (15) days after the award. In the event that State, Federal or County laws or regulations require additional advance notice, the Town shall comply therewith.

Sureties on performance. For all competitive bids seeking commodities or services in excess of two hundred thousand dollars (\$200,000.00) the Chief Procurement Officer or appropriate staff person, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds

for bids seeking commodities or services in an amount of two hundred thousand dollars (\$200,000.00) or less. The Chief Procurement Officer shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by "Best's Key Rating Guide," published by A.M. Best Company, and be authorized to do business in Florida.

In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

F. ADDENDA

Written addenda will be issued when changes, clarification or amendments to the invitation for bid are deemed necessary, including but not limited to a major change to the approved plans during the advertising period.

G. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Chief Procurement Officer may postpone the opening or cancel the solicitation in its entirety.

H. FORMAL OPENING OF RESPONSES

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Responses shall be opened by the Chief Procurement Officer at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk, or designee. Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town Manager..

Names and amounts of each bid shall be read aloud by the Chief Procurement Officer and the tabulation of all bids received shall be posted for public inspection.

All response documents shall become the property of the Town and will not be returned to the responders. The original copy of the bids opened shall be filed in the Town Clerk's office. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town. The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer or designee.

For an RFP, RFQ, ITN or RFI response, the Chief Procurement Officer, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning responsibility as a vendor. Failure to provide the requested information may deem the bid non-responsive.

I. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Chief Procurement Officer at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications

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made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Chief Procurement Officer and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section V - Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

A. REJECTION OF RESPONSES

The Town Manager and Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the Town or any debarment.

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

Purchasing shall provide the bid tabulation and full copies of the bids to the Town department for review, and a written recommendation of award.

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The Chief Procurement Officer shall review each bid thoroughly, and determine if the Town department's recommendation is accurate. If not, a meeting with the Town department head shall be held.

The contract shall be awarded to the "lowest responsive and responsible" responder whose response meets the requirements and criteria set forth in the solicitation documents utilizing the criteria set in **Section III, C(1)** (need to check code for compliance) above.

If two or more qualified responders are tied:

1. The contract may be split when it is to the Town's advantage as determined by the chief procurement officer.
2. If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug free workplace programs as described in herein below and then by publicly drawing lots.

No contract of purchase shall be subdivided to avoid the requirement of an ITB.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Commission by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

C. EVALUATION AND AWARD OF CONTRACT – ALL OTHERS

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee, (Committee), appointed by the Chief Procurement Officer

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and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall attend the evaluation committee training session and complete a "Conflict of Interest Statement" upon appointment to the committee and prior to review of submittals.

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a "short list"), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the "short list". Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Commission by the user department with a request for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

For an RFQ, ITN or RFI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Commission by the user

department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Commission approval.

Following vendor approval by the Commission, the next step in the RFQ, ITN or RFI process is for the Committee to negotiate a contract with the highest ranked vendor(s) at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Commission by the user department to approve the contract with the indicated vendor.

D. NOTICE OF AWARD

Upon approval by the Commission, the successful vendor will receive a Notice of Award indicating the vendor's selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage/financial assurances have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award.

E. BOND RELEASE

All responders' bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be returned. If the successful

vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Chief Procurement Officer will notify the remaining respondents of the selection.

Section VI – Purchases Order Process for Purchases \$24,999.99 or Less

A. PURCHASE ORDERS

1. Purpose

Purchase orders are required for any purchase greater than \$1,500.00. Town code provides for purchase orders be completed for all purchases requiring quotations. Quotations and the quotation summary form are required to be attached to the purchase order. The purchase order serves to inform Finance of the needs of a specific user department and to correctly define the material or service requested for goods and services. The order is not an order, but merely the request to procure the item(s) or service(s) in accordance with established Town purchasing policies and procedures.

The procedures that are set forth in this manual have been established as a tool used by Finance for the processing of all Orders. The purchase order begins with the issuing department.

2. When Prepared

The requesting department should anticipate their requirements and submit Orders and quotes allowing ample time for Finance to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

3. Who Prepares

Purchase order shall originate in the using department at the level where the purchase is to be used and electronically sent to Finance after receiving approval of the Department Director or designee.

4. Data Entry of Order

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A properly prepared order must, at a minimum, contain the information listed below.

1. Go to **Purchase Order Entry**.

2. Click  **Add**.

3. Select a **Vendor**. If not available, see New Vendor Process

4. Select the ship to

5. enter summary of the PO description line

6. Select the **Department**.

7. Verify or enter the **Post Date**.

8. Select a staff member in **Requested By** (this is automatically generated when the employee logs into the P.o software)

9. If creating a Blanket purchase order, enter the **Expire Date**.

10. Select the **Price Source** (scan quotes, bid information, contract etc.)

11. (Optional) Select/enter relevant items for the current purchase order.

12. Enter the **Quantity**.

13. Verify or select the **Unit**.

14. If available, verify or select the **Product/NAICS Code**.

15. Verify or enter the **Item Description**.

17. Enter the **Unit Price**.

18. Verify or enter the **GL Number**.

19. If applicable, click  to view/edit the distribution; click **Close** to return to order entry.

20. Click **Save**.

21. If any of the items meet the criteria set in Program Setup for asset flagging, a dialog appears letting you confirm asset status. Uncheck any you don't want included and click **Ok**.

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22. ** There is a section to add notes, include any information Commission approvals. (ex. Date and line item)

22. The entry is in Order state and will not become a purchase order until approved by Town Manager.

Finance shall review, approve or return a purchase requisition within 7 days from when it has been approved by the requesting department director. An order lacking or containing incorrect information will be returned to the originating department for completion or compliance. This will cause a delay of the purchase order processing. When in doubt, call Finance for assistance prior to submitting for approval.

Once all required fields are completed and the requesting department enters through all of the necessary steps, the Finance Department sends notification email the purchase order to the Department Director for their approval. No person under a Department Director or designee(s) may approve purchase orders for processing based on security levels.

If the purchase order is validated, approved and posted by the Department Director, the Finance Department sends notification email the purchase order to Finance for the next step in processing a purchase order.

If the purchase order is not approved, or if the Department Director, Finance, or Town Manager has a question, the purchase order can be returned to the requesting department, or canceled altogether. Then the ordering process must be repeated. The requesting department must satisfy any question(s) and then return the order for re-approval.

A purchase order is a computer-numbered form that only the Purchasing Division staff has system access to generate a purchase order.

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A purchase order is received by Finance via computer only after the Department Director or designee has authorized it by their computer approval process.

Finance will review the purchase order for compliance as follows:

1. If the description is adequate;
2. If quotations were obtained and are properly documented;
3. If the purchase order is authorized by a resolution, the resolution number must be listed in the body of the purchase order;
4. If there was an Emergency Purchase;
5. If the account information is correct and budgeted funds are available. If it is found that funds are not available in the account, Finance will contact the requesting department for further action.
6. If the vendor is listed as a sole source or single source provider, that proper documentation is submitted by the requesting department.
7. If proper procurement policies have been followed as determined by the amount of the purchase order.

Section VII – Purchasing Card (P-Card) Policies & Procedures

A. INTRODUCTION

The Town of Pembroke Park Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the visa credit card. All uses of the Town P-Card shall be for a municipal purposes as defined in Section 166.021(2), Florida Statutes, except when expressly prohibited by law.

This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with “Town of Pembroke Park” as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town’s sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to:

The Finance Director 954.966.4600 ext. 232

The purpose of these policies and procedures is to accomplish the following:

1. To ensure purchasing card purchases are in accordance with the Town of Pembroke Park’s Purchasing Ordinance (Chapter 2, Article V) and adopted policies and procedures.
2. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a

predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.

3. To reduce transaction processing time.
4. To provide procedures and policies for disciplinary action if a purchasing card is misused.
5. To ensure budget, commodity, and vendor control over purchases.
6. To provide for purchases during a state of emergency (e.g., hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

How It Works

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the Visa purchasing card system validates the transaction against preset limits established by the Department Director and Finance. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. Not sure how it is approved or declined, but the Manager will clarify before the meeting. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities

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- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

By signing the Purchasing Card User Agreement, the employee affirms that they have read and are familiar with Section VII – Purchasing Card (P-Card) Policies & Procedures of this manual. Employees who misuse or abuse card usage may be subject to disciplinary action up to and including termination of employment.

Who Does What?

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

Department Director

- Request purchasing cards for designated employees
- Request transaction limits
- Responsible for authorizing charges (or designated representative)
- Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Commission approval, etc.)
- Monitor availability of budgeted funds
- Review receipts and cardholder statement(s)
- Ensure that approved cardholder statement(s) along with all supporting documentation, are sent to Finance each month
- Notify Visa of any disputes and follow dispute procedures
- Document all disputes
- Notify Finance of open disputes
- Collect card from cardholders who end employment

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- Notifies Finance of cards that need to be terminated. Comply with all purchasing and purchasing card policies and procedures

Cardholder

- Hold and secure purchasing card
- Request/receive authorization to purchase, if applicable
- Order/receive materials and services
- Ensure sales tax is not charged
- Collect and save all sales receipts/invoices
- Compare receipts with supporting documentation and verify totals are the same
- Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- Match receipts with monthly card statement
- Identify disputed charges
- Immediately notify Finance and cardholder's Director of lost or stolen card
- Responsible for all missing documentation
- Resolve all issues with vendor - notify Finance of any unresolved issues
- Comply with all purchasing and purchasing card policies and procedures

Finance

- Receive approved cardholder statements and supporting documentation
- Confirm that all department monthly spend reports are complete and are authorized by Department Directors
- Notify departments when approved department documentation is not received on time
- Receive monthly statements from Synovus
- Reconcile statements to Town Total Summary
- Verify all documentation received
- Pay all non-disputed monthly charges from consolidated statement

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- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation
- Identify any violations or discrepancies
- Ensure compliance with all purchasing and purchasing card policies and procedures

Finance/ Visa Account Administrator and or designee

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals
- Evaluate purchasing card feedback from vendors and departments
- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Conduct semi-annual inventory of purchasing cards

B. POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

Purchasing cards will be requested by Department and issued by Finance to individual employees who frequently purchase goods and services of a pre-approved amount. The Purchasing card will have the employee's name, "Town of Pembroke Park", the Town sales tax exemption number and the expiration date embossed on the face of the card. The purchasing card issuing company will not

have individual cardholder's information other than name. No credit records, social security numbers, etc. of the cardholder are maintained immediately .

All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance. Each employee designated to receive a card will be given a copy of this policy and procedure manual, along with training, from Finance personnel. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

Lost or Stolen Purchasing Cards

If a purchasing card is lost or stolen, the cardholder must immediately notify Finance and the department Director. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card. Disciplinary action will be taken in the event that Finance is not notified. The cardholder will make payment to the Town for any unauthorized charges if they fail to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

Termination or Transfer of Cardholder

When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Finance. Finance will ensure that the card is canceled. The Department Director is to collect the card from the employee and send to Finance.

Limitations on Use of Purchasing Card

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1. Cardholder Use Only - Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.
2. Town of Pembroke Park Purchases Only - The purchasing card is to be used for Town authorized purchases only. **The purchasing card user must submit in writing the primary municipal purpose for the expenditure on the document submitting the charge for approval and payment.** The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.
3. Dollar Limitations
 - a. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
 - b. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
 - c. Declared Emergencies – at the discretion of the Town Manager or designee, restrictions on purchase limit and merchant category groups may be revised once an emergency has been declared.
4. Other Conditions
 - a. Purchases greater than \$1,000 require a purchase order, prior to make the purchase.
 - b. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
 - c. All items purchased by telephone transaction must be confirmed by email or fax.
 - d. All items paid for with the purchasing card must be shipped to the Town and are property of the Town of Pembroke Park.

5. Travel Related Charges – Purchases for conference registration/classes, airline tickets, hotels, and parking charges are permissible. Purchases made during travel must be in accordance with the Town's policies and procedures.

Prohibited uses of purchasing cards

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

1. Food not associated with an official Town event, some examples include:
 - a. Birthday cakes
 - b. Department parties
2. Gas and oil products, except of Town vehicles or rental cars on official Town trips outside of Broward
3. Entertainment during travel
4. Cash Advances
5. Personal Items
6. Telephone Calls
7. Any additional goods or services specifically restricted by the Department Director, Purchasing or the Finance Department
8. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted Resolutions and adopted Policies.

Violations

1. Purchase of any item, which would be an unauthorized purchase in accordance with the Town's Code of Ordinances (Section 2-125) and adopted policies and procedures.
2. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight, handling, set up, etc. are considered before a purchasing card transaction is

made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.

3. Attempting to make more transactions per day or month than allowed.
4. Purchases from vendors that create conflicts of interest.
5. Multiple purchasing card transactions to circumvent the pre-determined limits.
6. Failure to produce proper documentation receipts, to department representative daily.
7. Failure to report lost or stolen purchasing card.
8. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director will be responsible for resolving the issue with the cardholder. If the Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE

Documentation of Over the Counter Purchases

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When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. They also verify that no tax has been charged. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).

Telephone Orders

Ensure that the vendor knows that the Town will not pay tax. The tax ID # is to be provided.

Telephone orders are to be confirmed by email or fax.

Missing Documentation

If the cardholder does not have documentation of the transaction, they must obtain a copy and if this is not possible, details of the purchase must be attached and the Missing Receipt Affidavit form must be filled out. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendors name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

Sales Tax

Cardholders should not pay Florida State Sales Tax on any transactions. Please provide the supplier with your copy of the Town Florida sales tax exemption card at the time of purchase. Additional hard copies are available in the Finance Department.

It is the cardholder's responsibility to avoid the payment of Florida Sales tax. Please check your receipts at the point of sale to ensure that no sales tax was erroneously charged. At the time of purchase is the greatest opportunity you as the purchaser will have to request that a vendor reverse the sales tax charge. If sales tax is paid in error, contact the vendor to obtain a refund.

If you attempt to reverse/avoid the tax and are unable to do so, please submit an explanation of the situation and any related documentation of the exemption attempt as an attachment to the applicable receipt(s). Many online retailers will also honor your Florida sales tax exemption. Please submit your tax exempt information when placing orders online.

No personal purchases can be made using Town's tax exemption. The IRS considers misuse of tax exempt status to be a tax fraud offense.

D. DISPUTES

If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.

Director or cardholder contacts the Merchant about the transaction and suppliers the necessary information to begin the resolution process

Purchasing must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

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Clarification, Questions, Violations – Contact the Town’s Finance Department

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Section VIII – Glossary

Addenda / Addendum – Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Specification – A document containing all information relating to the bid, including, but not limited to, requirements, purchase request, invitation to bid, bid evaluation and award information.

Business Location – A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a “business location”.

Change Order – Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

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Check Request Form (CRF)– An internal authorization form used by a department for the purpose of paying for an invoice.

Town Standard Commodities – Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town’s requirements for performance, compatibility or salient characteristic.

Competitive Bidding – Preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB (invitation for bid).

Commodities – Personal property, including but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor – Any person or business entity having a contract with the Town.

Cooperative Purchasing - Situations where the Town participates in joint procurement of commodities or services with other public entities within the State, in order to obtain lower prices through greater purchasing volume.

Department Director – The person that directs or controls each Town department as determined by the Town Manager.

Invitation to Bid – A solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which

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a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the State, Federal government or County and other required forms and documents to be submitted with the bid.

Municipal Purpose - Any activity or power which may be exercised by the Town under the laws of the State of Florida. Public Purpose

Payment Bond - A payment bond is requested on contracts which will require the purchase of materials or services from others in order to protect subcontractors from non-payment by the general contractor.

Performance Bond - A performance bond may be required when it is deemed in the best interest of the Town to ensure that a contract is executed in accordance with the agreed upon specifications and price; or when mandated by Florida State Statutes.

Petty Cash – A cash fund kept at a fixed amount for disbursement as needed to pay for relatively small purchases.

Procurement Card – Town issued credit card used for acquiring supplies and services for use by the Town.

Chief Procurement Officer – A designated Town Employee with responsibility and authority to act for the jurisdiction in certain areas and to oversee all purchasing activities.

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Purchase Order – A purchaser’s written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Quotations - Unsealed telephonic, oral, facsimile or written bids for commodities or services.

Request for Letters of Interest (RLI) - A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for Proposals (RFP) – A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for Qualifications (RFQ) – A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible Bidder, Responsible Offeror, Responsible Proposer - A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive Bidder, Responsive Offeror, or Responsive Proposer - A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interests, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source - The commodities or services are available from only one (1) responsible vendor.

Surplus Property - Any personal property belonging to the Town, that is capable of being used but is in excess of the normal operating requirements of the Town, or which is no longer used, or which has become obsolete, worn out or scrapped.

Transaction – 1. The act of carrying out some form of business between two parties or persons. 2. A business agreement or exchange.

Using Agency - Any department, division, bureau or other unit in the Town government using commodities or procuring services as provided in this division of the Town Code of Ordinances.

ORDINANCE NO. _

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK,
FLORIDA AMENDING CHAPTER 2 ENTITLED
“ADMINISTRATION,” BY CREATING ARTICLE XII OF
THE TOWN’S CODE OF ORDINANCES, ENTITLED
“TRAVEL REIMBURSEMENT POLICIES AND
PROCEDURES;” PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Town is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the Town also has the express authority to establish reasonable per diem and travel allowances pursuant to Section 166.021(4), Florida Statutes; and

WHEREAS, the Town Commission is aware that the U.S. General Services Administration (“GSA”) annually updates per diem and travel reimbursement allowances by destination for official government travel and that said allowances may be used to guide municipal per diem and travel allowances; and

WHEREAS, upon recent review of the current per diem and travel allowances permitted by GSA, the Town Manager has determined several of the Town’s per diem and travel allowances are outdated and therefore, the Town Manger is recommending that the Town Commission increase several of the Town’s per diem and travel allowance amounts to equal the maximum amounts allowed by GSA; and

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Words in underlined type are additions.

WHEREAS, the Town Commission also desires to incorporate Google Maps into the Town's travel policy for purposes of establishing a uniform and widely accepted standard for calculating mileage when mileage is necessary for reimbursement; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Pembroke Park.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2, Article XII of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

- (a) Purpose. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

(b) Definitions. For purposes of this article, the following terms shall have the meanings indicated:

(1) Officer or public officer. An individual who, in performance of his/her official duties is vested by law with sovereign powers of government, who is elected by the people (mayor and Town Commission).

(2) Employee or public employee. The Town manager or an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the Town manager.

(3) Authorized person.

(A) A person, other than a public officer or employee, as defined herein, whether elected or commissioned or not, who is authorized by the Town manager or Town Commission to incur travel expenses in the performance of his official duties; or

(B) A person who is called upon the Town to contribute time and services as consultant or adviser.

(4) Traveler. A public officer, public employee, or authorized person, when performing authorized travel.

(5) Travel expense. The usual, ordinary and incidental expenditures necessarily incurred by a traveler.

(6) Common carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(7) GSA (General Services Administration). The Federal government agency tasked with managing government buildings and real estate, providing product and service procurement, and developing policies and regulations.

(8) GSA Rate or Amount shall mean the most current rate adopted by the GSA and in effect at the time the travel expense is incurred.

(c) Authority to incur travel expenses.

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CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

- (1) All travel of public employees must be authorized and approved by the department head and Town manager. Multiday travel of the Town manager or a public officer must be approved by the Town Commission.
- (2) Day trips may be authorized by the department head without approval of the Town manager.
- (3) The Town shall not authorize or approve such a request of a public employee unless it is accompanied by a signed statement listing the purpose of such travel, the dates and expenses involved, and a copy of the travel itinerary attached.
- (4) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this policy.
- (d) Computation of travel time for reimbursement. For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:
- (1) Travel categories. The following travel categories are prescribed:
- Class A. Continuous travel of 24 hours (or more) away from the city.
- Class B. Continuous travel of less than 24 hours with an overnight absence from the city.
- Class C. Travel for short or day trips when the traveler is not away from the Town overnight.
- (2) Travel reimbursements. All travelers shall be reimbursed for the actual dollars spent with a maximum of the GSA rate for meals at the destination location. A detailed receipt is required for reimbursement. Reimbursements shall be made according to the following schedule:
- (A) Meals for class B and class C shall be reimbursed for travel which:
- (i) Breakfast begins before 6:00 a.m. and extends beyond 8:00 a.m.
- (ii) Lunch begins before 12:00 noon and extends beyond 2:00 p.m.
- (iii) Dinner begins before 6:00 p.m. and extends beyond 8:00 p.m.
- (B) Meals for class A travel shall be authorized up to a maximum of the GSA rate for the destination location. A detailed receipt is required for reimbursement.

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- (C) When a traveler attends an event on the city's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town manager.
- (D) Receipts shall not be required for meals on authorized overnight travel.
- (E) No traveler shall be reimbursed for meals gratuitously provided by another party.
- (F) No traveler shall be reimbursed for meals when travel is confined to the Town or immediate vicinity, except as authorized by the Town manager.
- (G) Reimbursement for overnight travel shall be for actual lodging expenses at the single occupancy rate, to be substantiated by paid receipts, and shall be reimbursed at a maximum of the current GSA lodging rate for the destination location.
- (H) Lodging will be reimbursed for out of county, multiday activities, and shall be reimbursed at a maximum of the current GSA rate for lodging at the destination location.
- (I) No sales tax shall be reimbursable to any person, unless the Town is also required by law to pay such tax.
- (J) Items specifically disallowed for reimbursement purposes:
- (i) Alcoholic beverages;
 - (ii) Entertainment;
 - (iii) Any expenses incurred by dependents;
 - (iv) Attendance at political rallies; and
 - (v) Travel for the specific purpose of promoting the candidacy of an individual for public office.
- (K) Other reimbursable expenses:
- (i) Toll charges;
 - (ii) Taxi fares;
 - (iii) Parking and storage fees;
 - (iv) Fuel for Town vehicle;

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(v) Common carrier transportation—When required. (Must be approved by the Town manager);

(vi) Valet parking—When necessary;

(vii) Convention registration fees; and

(viii) Baggage handling at \$0.50 per bag up to \$2.00 upon arrival and departure.

(e) Transportation.

(1) In no circumstance shall the Town vehicle be used for purposes other than authorized official travel.

(2) All travel must be a usually traveled route. The Town manager shall designate the most economical method of travel for each trip.

(3) All employees should utilize municipal vehicles when traveling on official business.

This requirement insures adequate liability coverage in the event of an accident or injury. In those instances when a Town vehicle is not available, and with the prior approval of the department head and the Town manager, the use of privately owned vehicles may be authorized. Whenever travel is by privately owned vehicles, calculating the mileage for travel shall be deemed to start from the employee's usual Town work building/location (not from the employee's place of residence) to the official travel destination and the traveler shall be entitled to a mileage reimbursement at the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service. All mileage shall be from point of origin to point of destination based on a current Google map submitted with the travel expense report. Mileage will be based on the estimated most direct Google map route.

(4) Travel reservation for official travel on a common carrier shall be made through the Town manager or individual designated by the Town manager to coordinate travel reservations. The Town manager or their designee shall insure that travel is cost-effective and pursuant to all procurement procedures adopted by the Town.

(f) Fraudulent claims. Any individual receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to

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termination or disciplinary action as provided by the Town Charter, personnel policy or any other applicable policy or law adopted by the Town Commission.

(g) Standard procedures.

(1) Travel voucher. Travel expense reports, on a form prescribed by the Town manager, shall be submitted by all individuals performing official travel within ten working days of the individual's return. Each approved travel expense report will be audited when received. Individuals requesting reimbursement are responsible for mathematical computation. Any report which is not approved or properly prepared, or is prepared in such a way as to be unauditably, will be returned for resubmission. Travel authorization and all required receipts must be submitted with the expense report in order to claim a reimbursement.

(2) Travel advances.

(A) Travel advances for overnight travel must be requested at least two weeks in advance of the departure. An explanation as to the reason for travel, the amount of money and correct account to be charged must be indicated on the request.

(B) No travel advances will be made for class C travel. Due to tax implications, reimbursement will be made to the employee in the payroll following submission of approved expense report.

(C) Any unused portion of money advanced to a traveler shall be repaid immediately upon the return of the traveler. Any unused advance money not repaid within 15 calendar days after return of the traveler shall accrue interest at the average rate currently received on Town investments. Any Town employee not repaying any unused portion of a travel expense advance within 30 days after his/her return will have his/her salary withheld by the Town until repayment is made.

(D) In instances where a trip should arise for a member of the Town Commission that does not provide ample notice to the Commission at a public meeting, then, with a minimum of 24 hours' notice, the traveler shall request the Town manager to send a memo to the mayor, each commission member, town attorney and town clerk advising them of the trip, departure date, justification and

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return date. At the first regular Town Commission meeting after return from an official trip, the council member shall make a verbal report to the council on the text of the trip.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective upon passage and adoption.

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Page 8 of 9

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

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PURCHASING CARD USER AGREEMENT

I agree to the following regarding use of the Purchasing Card for the Town of Pembroke Park:

1. I understand that I am making financial commitments on behalf of the Town of Pembroke Park and will strive to obtain the best value for the City.
2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others.
3. I will keep the Purchasing Card secure at all times and not allow it to be used by anyone other than myself.
4. I have been given a copy of the Purchasing Card Policies and Procedures Manual, received the training and understand the requirements for Purchasing Card use.
5. I will follow the established procedures for use of the Purchasing Card and to follow the Purchasing Procedures as established under section 2-120 through 2-137 of the Town of Pembroke Park Code of Ordinances. Failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.
6. I agree that should I willfully violate the terms of this Agreement, I will reimburse the Town of Pembroke Park for all incurred charges and any fees related to the collection of those charges, and that I may be subject to disciplinary action.

Employee Name (PRINT)

Employee Name (SIGNATURE)

Department/Division (PRINT)

Date:

PURCHASING POLICIES TRAINING

SIGN IN SHEET

DATE: _____

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CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

NAME

For the successful completion of

PURCHASING POLICIES TRAINING



Aleem A. Ghany, PE.
Acting Town Manager

Date

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2

AGENDA ITEM REPORT



To: Commission
Subject: Koinonia Veteran's Appreciation Brunch - Clerk Commissioner Hodgkins
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department:
Staff Contact:

BACKGROUND INFORMATION:

They are seeking sponsorship for the Veteran's Appreciation Brunch.

FINANCIAL IMPACT:

Sponsorship the Commission would like to donate.

RECOMMENDATION:

The Town will loan (5) 10x10 tents for the event and Commission to consider a monetary donation.

ATTACHMENTS:

[Koinonia](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

Town Clerk

From: Ashira Mohammed
Sent: Tuesday, September 12, 2023 4:09 PM
To: Town Clerk
Subject: Fwd: STATUS REQUEST veteran day

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Sent from my iPhone

Begin forwarded message:

From: Valarie Davis <fvalariedavis25@yahoo.com>
Date: September 8, 2023 at 1:44:52 PM EDT
To: Ashira Mohammed <amohammed@tppl.gov>
Subject: STATUS REQUEST

Good Afternoon:

Dear Mayor Ashira Mohammed,

I would appreciate it if you or someone from your Office could provide me with the status of a letter dated August 4, 2023 that was mailed to the Town of Pembroke Park and sent to the attention of the Town of Pembroke Park Board of Commissioners. The letter is an invitation for the Town of Pembroke Park to participate and be a sponsor of the Veteran's Appreciation Brunch, to be held on November 11, 2023, at Koinonia Worship Center and Village. I would appreciate it if someone would advise me as to if the letter and the sponsorship package was received. If received please let me know if you have determined if you will be in attendance and a level of commitment.

Please find attached the letter and the sponsorship package that was previously mailed.

Thank you for your commitment to the community. We look forward to working together with the Town of Pembroke Park to honor our Veterans and in future community events.

Respectfully,

Valarie Davis
Koinonia Worship Center & Village



Dr. Eric H. Jones, Jr., Senior Pastor

August 4, 2023

Town of Pembroke Park
Attn: Board of Commissioners
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Dear Town of Pembroke Park Commissioners,

As a valuable member of our community, we are writing to invite you to participate and sponsor our upcoming **Veteran's Appreciation Brunch, which will be held on November 11, 2023, at Koinonia Worship Center & Village (KWCV) from 10:00 am to 2:00 pm.** KWCV is hosting this event, and we are expecting a turnout of approximately 200 veterans, friends, and families.

Our event aims to honor all who have served. It will include VA Services – Resources, Posting the Colors, recognition of veterans, food, fun, and activities. We believe that your values and mission align with ours, and we would be honored to have your participation and support. We are reaching out directly to area businesses, family, and friends, to help us make this event truly special for our Veterans and our community. As a leader in the community, your involvement would help highlight the importance of recognizing our Veterans and all that they do and have done.

By sponsoring Koinonia Veteran's Appreciation Brunch, you will have the opportunity to receive benefits such as brand exposure, positive publicity, and access to the target audience. This is an excellent opportunity to increase brand awareness and showcase your commitment to supporting Veterans and community involvement.

We offer several levels of sponsorship, and we would be happy to work with you to find the level that best suits your needs. Please see the attached document for more information about the various sponsorship opportunities.

We appreciate your consideration of our request for participation and sponsorship. If you have any questions, please do not hesitate to contact Evangeline Richardson at 954-964-2901 or 305-527-3193.

Thank you for your time and consideration. We look forward to working with you to make our event a memorable and successful one.

Respectfully yours,

Dr. Eric H. Jones, Jr.
Founder / Senior Pastor

4900 W. Hallandale Beach Blvd., Bldg. "G", Pembroke Park, Florida 33023
Phone (954) 964-2901 | Email: Koinonia4900@kwcvfl.org | Website: www.kwcvfl.org



SPONSORSHIP COMMITMENT

Please show your support for Veterans.
Sponsorship funds underwrite the cost of the
2023 Veterans Appreciation Brunch
and will impact over 200 Veterans

Sponsorships Must Be Received By October 6, 2023

Saturday, November 11, 2023
Time: 10:00 am – 2:00 pm

★ **BRIGADE SPONSOR - \$5,000**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Opportunity for your company representative to welcome veteran's and guests from the stage at opening ceremony.
- One vendor table in a premium location on Saturday
- Prominent logo recognition on all event materials including a program booklet
- Highlighted on kwcf.org website and in all social media communications.

★ **BATTALION SPONSOR - \$3,000**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Opportunity for your company representative to speak to veterans during meal time
- One vendor table in a premium location on Saturday
- Prominent logo recognition on all event materials including a program booklet.
- Highlighted on kwcf.org website and in all social media communications.

★ **COMPANY SPONSOR - \$2,000**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Opportunity for your company representative to speak to veterans during meal time
- One vendor table in a premium location on Saturday
- Prominent logo recognition on all event materials including a program booklet.
- Highlighted on kwcf.org website and in all social media communications.

Page 1 of 3



SPONSORSHIP COMMITMENT

Please show your support for Veterans.
Sponsorship funds underwrite the cost of the
2023 Veterans Appreciation Brunch
and will impact over 200 Veterans

Sponsorships Must Be Received By October 6, 2023

Saturday, November 11, 2023
Time: 10:00 am – 2:00 pm

★ **PLATOON SPONSOR - \$1,000**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Company name on 18" X 24" Thank you to our Veterans yard sign posted at the Appreciation Brunch
- One Facebook & Instagram tag as sponsor of the day
- Prominent logo recognition on all event materials including a program booklet.

★ **SQUAD SPONSOR - \$500**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Company name on 18" X 24" Thank You to Our Veterans yard sign posted at the Appreciation Brunch
- One Facebook tag as sponsor of the day

★ **SUPPORTER SPONSOR - \$250**

- Distinction as the 2023 Brigade Sponsor of Koinonia Veteran's Appreciation Brunch
- Verbal Acknowledgement of your sponsorship at opening ceremony
- Company name on 18" X 24" Thank You to Our Veterans yard sign posted at the Appreciation Brunch

Page 2 of 3



2023 SPONSORSHIP AGREEMENT

Thank you for participating in the
Koinonia Veteran's Appreciation Brunch

Sponsorships will be awarded when the agreement
is completed with signature, high-resolution logo,
and payment is received by OCTOBER 6, 2023.

Saturday, November 11, 2023
Time: 10:00 am – 2:00 pm

BUSINESS NAME (as it should appear on marketing materials)

BUSINESS ADDRESS **CITY** **STATE** **ZIP**

CONTACT PERSON **COMPANY FACEBOOK URL**

BUSINESS PHONE **CONTACT PERSON CELL #**

WILL YOU USE THE VENDOR SPACE? ☐ YES ☐ NO IF YES, WHAT SERVICES WILL YOU PROVIDE:

AUTHORIZED SIGNATURE **DATE**

MAKE CHECKS PAYABLE TO:
KOINONIA WORSHIP CENTER & VILLAGE

MAIL AGREEMENT & PAYMENT TO:
KOINONIA WORSHIP CENTER & VILLAGE
4900 W HALLANDALE BEACH BLVD
PEMBROKE PARK, FL 33023

LOGO & ARTWORK:
Submit a high-resolution logo
electronically in a jpeg or png format
kwc.grantwriters@gmail.com

Page 3 of 3

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") values recognizes the important role of public parks and recreational facilities in the lives its citizens and residents; and

WHEREAS, the Town is constantly seeking to enhance its parks and recreations system; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to establish a Parks and Recreation Advisory Board to further the Town's commitment to enhance its parks and recreation facilities and programming.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 18, entitled "Parks and Recreation," of the Town of Pembroke

Park's Code of Ordinances, is hereby amended, by creating Article III, to be entitled "Parks and Recreation Advisory Board," as follows:

Article III. – Parks and Recreation Advisory Board

Sec. 18-23 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Parks and Recreation Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Town Manager and Commission non-binding recommendations to assist the Town to continue improving its parks system and recreational programming including recommendations on the use, management, and operation of existing and future facilities and programing development. .

Sec. 18-24 DUTIES

The duties of the Pembroke Park Parks and Recreation Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing parks and recreation facilities and programming are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on parks and recreation facilities and programming concerning the Town that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City's parks and recreation system as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 18-25 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Parks and Recreation Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sec. 18-26 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Parks and Recreation Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sec. 18-27 QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Parks and Recreation Advisory Board must be full-time residents of the Town.

Sec. 18-28 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Parks and Recreation Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of January of each year or as soon thereafter as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a quarterly basis and

additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

(e) All meetings of the Board shall be open to the public and subject to the requirements of Section 286.011, F.S.

Sec. 18-29. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be

invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS __ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS __ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____

Town of Pembroke Park
Ordinance No. 2023- ____

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park desires to update and amend the Town Code to provide for reasonable regulations of mobile food dispensing vehicles and ensure compliance with Section 509.102, F.S.; and

WHEREAS, Sec. 509.102, F.S., preempts local government from imposing certain regulations of mobile food dispensing vehicles; and

WHEREAS, Sec. 509.102, F.S., expressly prohibits a municipality from requiring a separate license, registration, or permit other than those provided by state law; and

WHEREAS, municipalities may regulate the operation of mobile food dispensing vehicles, with the exception of those areas that are otherwise preempted; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the Town Commission finds that this ordinance updating the Town code to establish certain regulations for mobile food dispensing vehicles and to comply with Sec. 509.102, F.S., is in the best interest of the citizens, residents, and business establishments in the Town.

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Page 1

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Words in underlined type are additions.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 15 OF TOWN CODE AMENDED. Article 15, entitled “Mobile Food Dispensing Vehicles,” of Chapter 15 of the Town code, is hereby created and shall read as follows:

Sec. 15 Mobile Food Dispensing Vehicles

Sec 15-409 Definitions. For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- 1) “Mobile Food Dispensing Vehicles” shall be as defined in Section 509.102, F.S., as may be amended from time to time.
- 2) “Temporary Commercial Kitchen” shall be as defined in Section 509.102, F.S., as may be amended from time to time.

Sec. 15-410 Licenses

Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens shall comply with all federal, state, and local health and safety regulations and requirements, and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over the same. The license under which the mobile food truck is operating shall be firmly attached and visible on the mobile food truck at all times, and shall be produced to a law enforcement officer, or City code enforcement officer upon demand. The Town shall not require any additional license, registration, or permit as required by Section 509.102, F.S., as amended.

Sec. 15-411 Restrictions, Mobile Food Dispensing Vehicles

- 1) Mobile Food Dispensing Vehicles are allowed on private property that is designated and used for residential, commercial, industrial, recreational or non-residential purposes, subject to the following conditions:

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- (a) No display areas, merchandise or stored items in association with the mobile food dispensing vehicle or those associated with the principal use of the property, which are displaced due to the mobile food vending activity, shall encroach onto any public street, right-of-way, easement, or onto any adjacent private property without express permission from that property owner.
- (b) The mobile food dispensing vehicle shall set up and locate the vehicle, wares, and any associated displays in accordance with the principal structure setbacks of the underlying property's land use designation.
- (c) The mobile food dispensing vehicle sales area shall not exceed more than three parking spaces or 600 square feet in area, whichever is greater. The mobile food dispensing vehicle shall designate a portion of the sales area as a waiting area for patrons. Such designated area shall not conflict with or impede traffic. In addition, one parking space for each 100 square feet of the mobile food dispensing vehicle area shall be required for customer parking. However, at no time may the required number of parking spaces for the principal use of the property be rendered nonconforming due to the mobile vendor use.
- (d) Mobile food dispensing vehicles shall not remain on the property overnight.
- (e) Mobile food dispensing vehicles shall operate in compliance with the Town's noise regulations.
- (f) Mobile food dispensing vehicles shall not display or use any sign or banner that is prohibited in the Town.
- (g) Mobile food dispensing vehicles are prohibited from discharging fat, oil, grease or waste into the sanitary sewer system. Waste shall be properly stored onsite, and removed or disposed of at a properly designated location.
- (h) All menus and signage shall be fully affixed at the mobile food dispensing vehicle. Detached signs are not permitted.
- (i) Mobile food dispensing vehicle may only conduct operations from dawn to dusk unless additional operations are allowed pursuant to a special event permit.
- (j) Mobile food dispensing vehicles shall not interfere with required parking, loading and unloading spaces, or the vehicular access to those spaces for the principal use.

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- (k) Mobile food dispensing vehicles shall not block, damage, or interfere with required landscaping, buffers, or stormwater drainage systems on the subject property.
 - (l) Mobile food dispensing vehicles shall not interfere with or block fire lanes on the subject property.
 - (m) Only one mobile food dispensing vehicle shall be permitted on any one parcel less than one-half acre in size. No more than two mobile food vendors shall be allowed on any one parcel exceeding one-half acre in size. The Town Manager may authorize and approve more than two mobile food dispensing vehicles to on a single parcel on a case by case basis after review of the site plan.
 - (n) No tables, chairs, umbrellas, or other furniture for patron seating may be placed outside the mobile food truck unless the property owner has obtained a City-issued special event permit.
 - (o) The sale of alcoholic beverages shall be conducted in compliance with the State alcohol license requirements.
- 2) Temporary Commercial Kitchens shall operate within the limitations provided by Section 509.102, F.S., as amended.

Sec. 15-412 Penalties:

It shall be unlawful for any person to violate any of the provisions of this Article. Violations may be enforced by any means allowable by law, including, but not limited to, code enforcement action or citation against the property owner, Mobile Food Dispensing Vehicle owner, or Temporary Commercial Kitchen owner, code enforcement citation under Ch. 162, F.S. or other legal action. Each day a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate offense and all penalties are nonexclusive.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be

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renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") understands the importance of offering opportunity for civic engagement to the Town's youth; and

WHEREAS, the Town Commission desires to create a Youth Affairs Advisory Board to advise the Town Commission on issues of concern and importance to the youth living within the Town; and

WHEREAS, the Youth Affairs Advisory Board will provide a venue for the Town's youth to engage with the Town Commission on important matters affecting the Town's youth; and

WHEREAS, the Town Commission hereby finds it is in the best interest of the citizens and residents of the Town of Pembroke Park to amend the Town's Code of Ordinances to establish a Youth Affairs Advisory Board.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits

referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 2, entitled “Administration,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, by creating Article XIII, to be entitled “Youth Affairs Advisory Board,” as follows:

Article XIII. – Youth Affairs Advisory Board

Sec. 2-317 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Youth Affairs Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Town Commission non-binding recommendations to assist the Town to continue addressing matters of concern or importance to the Town’s Youth.

Sec. 2-318 DUTIES

The duties of the Pembroke Park Youth Affairs Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting the Town’s youth are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on matters pertaining to the youth that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City’s youth as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-319 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Youth Affairs Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-320 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Youth Affairs Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) In making appointments to this Board, consideration shall be given by each Commission to students residing within the Town in grades ten (10) through twelve (12) who are no less than fourteen (14) years old.

(d) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sect. 2-321 QUALIFICATIONS OF MEMBERSHIP

(a) All individuals appointed by the Town Commission to serve on the Youth Affairs Advisory Board must be full-time residents of the Town.

(b) All board members are required to maintain at least a 2.5 GPA during their time of the Board.

Sect. 2-322 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Youth Affairs Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of September of each year or as soon thereafter

as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a monthly basis during each academic school year.

(d) Additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(e) Three (3) members in attendance shall constitute a quorum of the Board.

(f) All meetings of the Board shall be open to the public and subject to the requirements of Section 287.011, F.S.

Sec. 2-323. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board and attend Board meetings, upon request.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS __ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS __ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____