



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, February 22, 2023

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
5.1. Donation of Ballistic Shields - Tracey Schofield	
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Fire Department - Chief Kane	4 - 10
FIRE JAN 2023	
7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ	
7.1. January 2023 Monthly Report	11 - 16
Agenda Item Report - AIR-23-018 - Pdf	
7.2. Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue	17 - 105
Staff recommends the approval of the lowest bidder as per attached ranking and to allow for the issuance of the contract for services.	
Agenda Item Report - AIR-23-019 - Pdf	
8. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ	
8.1. Code Compliance Report - Jan 2023	106 - 152
Code Compliance Dept. Report - Jan 2023 - Pdf	
9. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN	
9.1. Revenue and Expenditure Report	153 - 156
Agenda Item Report - AIR-23-020 - Pdf	
9.2. ARPA Funds Update	157 - 158
Agenda Item Report - AIR-23-028 - Pdf	
10. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN	
10.1. Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones	159 - 163

	Staff recommends approval Agenda Item Report - AIR-23-016 - Pdf	
10.2.	Investigation Procedures	164 - 168
	Staff recommends approval Agenda Item Report - AIR-23-017 - Pdf	
11.	IT DEPARTMENT - IT DIRECTOR PAKULA	
11.1.	Upgrade Fiber for Police Department	169 - 170
	Upgrade to the higher speed Agenda Item Report - AIR-23-026 - Pdf	
12.	PLANNING CONSULTANT - MICHAEL VONDER-MEULEN	
13.	POLICE DEPARTMENT - POLICE CHIEF HOWARD	
13.1.	Monthly Report POLICE January 2023 PembrokeParkPD Calls for Service Stats	171
14.	PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR	
14.1.	Broward County Interlocal Agreement for Solid Waste	172 - 205
	We are recommending approval. Agenda Item Report - AIR-23-025 - Pdf	
14.2.	Broward County Interlocal Agreement Renewal - gas tax	206 - 229
	We are recommending approval. Agenda Item Report - AIR-23-023 - Pdf	
14.3.	Emergency sewer repair - 4320 S.W. 30th Street	230 - 233
	We are recommending approval. Agenda Item Report - AIR-23-022 - Pdf	
14.4.	Public Works - salvage equipment	234 - 240
	We are recommending approval. 20230214153241	
15.	OLD BUSINESS	
16.	NEW BUSINESS	
17.	DISCUSSION	
17.1.	Grant Awarded - Mayor Jacobs	241 - 261

[Grant Awarded](#)

- 18. TOWN CLERK COMMENTS
- 19. ATTORNEY COMMENTS
- 20. TOWN MANAGER COMMENTS
- 21. COMMISSIONER COMMENTS
 - 21.1. Clerk Commissioner Hodgkins
 - Vice Mayor Dieuveille
 - Mayor Jacobs

22. ANNOUNCEMENTS

- 22.1. Food Distribution, Saturday, March 4, 2023 from 9AM to 1PM 262
 - Regular Commission Meeting, Wednesday, March 8, 2023 at 7:00 PM
 - Town of Pembroke Park Election, Tuesday, March 14, 2023
 - Special Magistrate Hearing, Wednesday, March 15, 2023 at 9:00 AM
 - Workshop Commission Meeting, Wednesday, March 22, 2023 at 7:00 PM

[Food Drive Flyer 03 04 2023](#)

23. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

INCIDENT NUMBER	INCIDENT TYPE DESCRIPTION	CITY NAME	BEAT NAME	INCIDENT DATE	FIRST UNIT DISPATCH ED TIME	FIRST UNIT ARRIVED TIME	ROUTE CLOSED TIME	CURR ENT PRIO RITY KEY	INCIDENT TYPE CODE	AGENCY NAME	PRIMARY OFFICER AGENCY ID2
FPK23010900000061	MENTAL ILLNESS	PK	27B	01/09/202	01/09/202	01/09/202	01/09/202	4	S20	PEMBROKE PARK FR	
FPK23012700000169	ELECTRICAL UTILITY FIRE	PK	27A	01/27/202	01/27/202	01/27/202	01/27/202	2	S25EH	PEMBROKE PARK FR	
FPK23010200000011	FUEL SPILL/FUEL ODOR INLAND/COASTAL	PK	27B	01/02/202	01/02/202	01/02/202	01/02/202	4	S25FSW	PEMBROKE PARK FR	
FPK23011500000104	GAS LEAK/GAS ODOR	PK	27B	01/15/202	01/15/202	01/15/202	01/15/202	1	S25GL	PEMBROKE PARK FR	
FPK23010100000003	OUTSIDE FIRE	PK	27Y2	01/01/202	01/01/000	01/01/000	01/01/202	1	S25OF	PEMBROKE PARK FR	
FPK23010100000004	OUTSIDE FIRE	HD	27Y2	01/01/202	01/01/202	01/01/202	01/01/202	1	S25OF	PEMBROKE PARK FR	
FPK23010100000002	ANY FIRE NOT OTHERWISE CATEGORIZED	PK	27Y2	01/01/202	01/01/000	01/01/000	01/01/202	4	S25OT	PEMBROKE PARK FR	
FPK23010100000008	RESIDENTIAL FIRE	PK	27B	01/01/202	01/01/202	01/01/202	01/01/202	1	S25RS	PEMBROKE PARK FR	
FPK23010300000017	VEHICLE FIRE	PK	27Y2	01/03/202	01/01/000	01/01/000	01/03/202	2	S25VF	PEMBROKE PARK FR	
FPK23010300000018	VEHICLE FIRE	PK	27Y1	01/03/202	01/03/202	01/03/202	01/03/202	2	S25VF	PEMBROKE PARK FR	
FPK23010900000067	VEHICLE FIRE	PK	27Y2	01/09/202	01/09/202	01/09/202	01/09/202	2	S25VF	PEMBROKE PARK FR	
FPK23010500000043	ASSAULT	PK	27A	01/05/202	01/05/202	01/05/202	01/05/202	3	S31IJ	PEMBROKE PARK FR	
FPK23012000000123	ASSAULT	PK	27B	01/20/202	01/20/202	01/20/202	01/20/202	3	S31IJ	PEMBROKE PARK FR	
FPK23012000000124	ASSAULT	PK	27B	01/20/202	01/01/000	01/01/000	01/20/202	3	S31IJ	PEMBROKE PARK FR	
FPK23012000000128	ASSAULT	PK	27A	01/20/202	01/20/202	01/01/000	01/20/202	3	S31IJ	PEMBROKE PARK FR	
FPK23012900000178	ASSAULT	PK	27A	01/29/202	01/29/202	01/29/202	01/29/202	3	S31IJ	PEMBROKE PARK FR	
FPK23010200000013	SUICIDE THREAT	PK	27B	01/02/202	01/02/202	01/01/000	01/02/202	3	S32T	PEMBROKE PARK FR	
FPK23011900000121	SUICIDE THREAT	PK	27B	01/19/202	01/19/202	01/01/000	01/19/202	3	S32T	PEMBROKE PARK FR	
FPK23010900000065	SHOOTING	PK	27A	01/09/202	01/09/202	01/09/202	01/09/202	1	S33	PEMBROKE PARK FR	
FPK23010900000066	SHOOTING	PK	27A	01/09/202	01/09/202	01/01/000	01/09/202	1	S33	PEMBROKE PARK FR	
FPK23011400000095	SEXUAL BATTERY	PK	27A	01/14/202	01/14/202	01/14/202	01/14/202	4	S35IJ	PEMBROKE PARK FR	
FPK23012100000129	DOMESTIC DISTURBANCE	PK	27B	01/21/202	01/21/202	01/01/000	01/21/202	3	S38IJ	PEMBROKE PARK FR	
FPK23012100000130	DOMESTIC DISTURBANCE	PK	27B	01/21/202	01/21/202	01/21/202	01/21/202	3	S38IJ	PEMBROKE PARK FR	
FPK23012800000175	DOMESTIC DISTURBANCE	PK	27A	01/28/202	01/28/202	01/28/202	01/28/202	3	S38IJ	PEMBROKE PARK FR	
FPK23010300000020	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	01/03/202	01/03/202	01/03/202	01/03/202	3	S49CF	PEMBROKE PARK FR	

FPK23010400000029	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	01/04/202 01/04/202 01/01/000 01/04/202 3	S49CF	PEMBROKE PARK FR
FPK23010900000062	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	01/09/202 01/09/202 01/01/000 01/09/202 3	S49CF	PEMBROKE PARK FR
FPK230119000000119	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27B	01/19/202 01/19/202 01/19/202 01/19/202 3	S49CF	PEMBROKE PARK FR
FPK230128000000174	FIRE ALARM - COMMERCIAL STRUCTURE	PK	27A	01/28/202 01/28/202 01/28/202 01/28/202 3	S49CF	PEMBROKE PARK FR
FPK230108000000058	FIRE ALARM	PK	27A	01/08/202 01/08/202 01/08/202 01/08/202 3	S49F	PEMBROKE PARK FR
FPK230107000000053	ACCIDENT ROLLOVER OR EXTRICATION	PK	27B	01/07/202 01/07/202 01/07/202 01/07/202 1	S4E	PEMBROKE PARK FR
FPK230119000000122	ACCIDENT ROLLOVER OR EXTRICATION	PK	27A	01/19/202 01/19/202 01/19/202 01/19/202 1	S4E	PEMBROKE PARK FR
FPK230123000000154	ACCIDENT ROLLOVER OR EXTRICATION	PK	27B	01/23/202 01/23/202 01/23/202 01/23/202 1	S4E	PEMBROKE PARK FR
FPK230103000000016	ACCIDENT HIGHWAY	PK	27Y2	01/03/202 01/03/202 01/03/202 01/03/202 2	S4H	PEMBROKE PARK FR
FPK230104000000028	ACCIDENT HIGHWAY	PK	27Y2	01/04/202 01/04/202 01/04/202 01/04/202 2	S4H	PEMBROKE PARK FR
FPK230104000000032	ACCIDENT HIGHWAY	PK	27Y2	01/04/202 01/04/202 01/04/202 01/04/202 2	S4H	PEMBROKE PARK FR
FPK230105000000041	ACCIDENT HIGHWAY	HW	27Y2	01/05/202 01/05/202 01/05/202 01/05/202 2	S4H	PEMBROKE PARK FR
FPK230106000000046	ACCIDENT HIGHWAY	PK	27Y2	01/06/202 01/06/202 01/01/000 01/06/202 2	S4H	PEMBROKE PARK FR
FPK230106000000045	ACCIDENT HIGHWAY	PK	27Y1	01/06/202 01/06/202 01/06/202 01/06/202 2	S4H	PEMBROKE PARK FR
FPK230106000000048	ACCIDENT HIGHWAY	PK	27Y2	01/06/202 01/06/202 01/01/000 01/06/202 2	S4H	PEMBROKE PARK FR
FPK230106000000044	ACCIDENT HIGHWAY	PK	27Y1	01/06/202 01/06/202 01/01/000 01/06/202 2	S4H	PEMBROKE PARK FR
FPK230108000000060	ACCIDENT HIGHWAY	PK	27Y1	01/08/202 01/08/202 01/08/202 01/08/202 2	S4H	PEMBROKE PARK FR
FPK230104000000030	ACCIDENT HIGHWAY	PK	27B	01/04/202 01/04/202 01/04/202 01/04/202 2	S4H	PEMBROKE PARK FR
FPK230109000000063	ACCIDENT HIGHWAY	PK	27Y2	01/09/202 01/09/202 01/09/202 01/09/202 2	S4H	PEMBROKE PARK FR
FPK230110000000070	ACCIDENT HIGHWAY	PK	27Y2	01/10/202 01/10/202 01/10/202 01/10/202 2	S4H	PEMBROKE PARK FR
FPK230111000000076	ACCIDENT HIGHWAY	PK	27Y1	01/11/202 01/11/202 01/11/202 01/11/202 2	S4H	PEMBROKE PARK FR
FPK230111000000077	ACCIDENT HIGHWAY	PK	27Y1	01/11/202 01/01/000 01/01/000 01/11/202 2	S4H	PEMBROKE PARK FR
FPK230111000000074	ACCIDENT HIGHWAY	PK	27Y1	01/11/202 01/11/202 01/11/202 01/11/202 2	S4H	PEMBROKE PARK FR
FPK230115000000099	ACCIDENT HIGHWAY	HW	27Y2	01/15/202 01/15/202 01/15/202 01/15/202 2	S4H	PEMBROKE PARK FR
FPK230116000000106	ACCIDENT HIGHWAY	PK	27Y1	01/16/202 01/16/202 01/16/202 01/16/202 2	S4H	PEMBROKE PARK FR
FPK230120000000126	ACCIDENT HIGHWAY	PK	27Y1	01/20/202 01/20/202 01/20/202 01/20/202 2	S4H	PEMBROKE PARK FR
FPK230123000000149	ACCIDENT HIGHWAY	PK	27Y1	01/23/202 01/23/202 01/23/202 01/23/202 2	S4H	PEMBROKE PARK FR

FPK23012200000143	ACCIDENT HIGHWAY	PK	27Y2	01/22/202 01/22/202 01/22/202 01/01/000 2	S4H	PEMBROKE PARK FR
FPK23012700000167	ACCIDENT HIGHWAY	PK	27Y1	01/27/202 01/27/202 01/27/202 01/27/202 2	S4H	PEMBROKE PARK FR
FPK23013000000181	ACCIDENT HIGHWAY	PK	27Y2	01/30/202 01/30/202 01/30/202 01/30/202 2	S4H	PEMBROKE PARK FR
FPK23011100000078	ACCIDENT HIGHWAY	PK	27Y1	01/11/202 01/01/000 01/01/000 01/11/202 2	S4H	PEMBROKE PARK FR
FPK23010100000006	ACCIDENT WITH INJURIES	PK	27A	01/01/202 01/01/202 01/01/202 01/01/202 2	S4I	PEMBROKE PARK FR
FPK23010100000007	ACCIDENT WITH INJURIES	PK	27B	01/01/202 01/01/202 01/01/202 01/01/202 2	S4I	PEMBROKE PARK FR
FPK23010400000037	ACCIDENT WITH INJURIES	PK	27A	01/04/202 01/04/202 01/04/202 01/04/202 2	S4I	PEMBROKE PARK FR
FPK23011000000069	ACCIDENT WITH INJURIES	PK	27Y2	01/10/202 01/10/202 01/10/202 01/10/202 2	S4I	PEMBROKE PARK FR
FPK23011300000089	ACCIDENT WITH INJURIES	PK	27B	01/13/202 01/13/202 01/13/202 01/13/202 2	S4I	PEMBROKE PARK FR
FPK23011300000090	ACCIDENT WITH INJURIES	PK	27B	01/13/202 01/13/202 01/13/202 01/13/202 2	S4I	PEMBROKE PARK FR
FPK23011300000091	ACCIDENT WITH INJURIES	PK	27B	01/13/202 01/13/202 01/13/202 01/13/202 2	S4I	PEMBROKE PARK FR
FPK23011600000107	ACCIDENT WITH INJURIES	PK	27B	01/16/202 01/16/202 01/16/202 01/16/202 2	S4I	PEMBROKE PARK FR
FPK23011400000096	ACCIDENT WITH INJURIES	PK	27B	01/14/202 01/14/202 01/14/202 01/14/202 2	S4I	PEMBROKE PARK FR
FPK23012200000147	ACCIDENT WITH INJURIES	PK	27B	01/22/202 01/22/202 01/22/202 01/22/202 2	S4I	PEMBROKE PARK FR
FPK23010100000001	ABDOMINAL PAIN	PK	27B	01/01/202 01/01/202 01/01/000 01/01/202 2	S67AP	PEMBROKE PARK FR
FPK23010300000014	ABDOMINAL PAIN	PK	27B	01/03/202 01/03/202 01/03/202 01/03/202 2	S67AP	PEMBROKE PARK FR
FPK23010300000021	ABDOMINAL PAIN	PK	27A	01/03/202 01/03/202 01/03/202 01/03/202 2	S67AP	PEMBROKE PARK FR
FPK23011600000105	ABDOMINAL PAIN	PK	27A	01/16/202 01/16/202 01/16/202 01/16/202 2	S67AP	PEMBROKE PARK FR
FPK23011900000118	ABDOMINAL PAIN	PK	27B	01/19/202 01/19/202 01/19/202 01/19/202 2	S67AP	PEMBROKE PARK FR
FPK23012700000166	ABDOMINAL PAIN	PK	27B	01/27/202 01/27/202 01/27/202 01/27/202 2	S67AP	PEMBROKE PARK FR
FPK23012300000150	ABDOMINAL PAIN	PK	27A	01/23/202 01/23/202 01/23/202 01/23/202 2	S67AP	PEMBROKE PARK FR
FPK23010500000038	BACK PAIN		27B	01/05/202 01/05/202 01/05/202 01/05/202 3	S67BP	PEMBROKE PARK FR
FPK23012100000134	BURN	PK	27B	01/21/202 01/21/202 01/21/202 01/21/202 2	S67BU	PEMBROKE PARK FR
FPK23010700000054	CHEST PAINS NON-TRAUMATIC	PK	27A	01/07/202 01/07/202 01/07/202 01/07/202 1	S67CP	PEMBROKE PARK FR
FPK23010800000056	CHEST PAINS NON-TRAUMATIC	PK	27B	01/08/202 01/08/202 01/08/202 01/08/202 1	S67CP	PEMBROKE PARK FR
FPK23010400000024	CHEST PAINS NON-TRAUMATIC	PK	27B	01/04/202 01/04/202 01/04/202 01/04/202 1	S67CP	PEMBROKE PARK FR
FPK23011400000093	CHEST PAINS NON-TRAUMATIC	PK	27B	01/14/202 01/14/202 01/14/202 01/14/202 1	S67CP	PEMBROKE PARK FR
FPK23011500000097	CHEST PAINS NON-TRAUMATIC	PK	27B	01/15/202 01/15/202 01/15/202 01/15/202 1	S67CP	PEMBROKE PARK FR

FPK23011700000111	CHEST PAINS NON-TRAUMATIC	PK	27B	01/17/202	01/17/202	01/17/202	01/17/202	1	S67CP	PEMBROKE PARK FR
FPK23012800000173	CHEST PAINS NON-TRAUMATIC	PK	27A	01/28/202	01/28/202	01/28/202	01/28/202	1	S67CP	PEMBROKE PARK FR
FPK23012200000146	CARDIAC/RESPIRATORY ARREST	PK	27B	01/22/202	01/22/202	01/22/202	01/22/202	1	S67CR	PEMBROKE PARK FR
FPK23012400000158	CARDIAC/RESPIRATORY ARREST	PK	27B	01/24/202	01/24/202	01/24/202	01/24/202	1	S67CR	PEMBROKE PARK FR
FPK23012200000141	EXPOSURE HEAT OR COLD	PK	27B	01/22/202	01/22/202	01/22/202	01/22/202	3	S67EX	PEMBROKE PARK FR
FPK23010400000031	FALL NO INJURY	PK	27A	01/04/202	01/04/202	01/04/202	01/04/202	4	S67F	PEMBROKE PARK FR
FPK23013000000185	FALL NO INJURY	PK	27A	01/30/202	01/30/202	01/30/202	01/30/202	4	S67F	PEMBROKE PARK FR
FPK23010300000022	FALL INJURY	PK	27A	01/03/202	01/03/202	01/03/202	01/03/202	3	S67FI	PEMBROKE PARK FR
FPK23010400000025	FALL INJURY	PK	27A	01/04/202	01/04/202	01/04/202	01/04/202	3	S67FI	PEMBROKE PARK FR
FPK23010400000026	FALL INJURY	PK	27A	01/04/202	01/04/202	01/04/202	01/04/202	3	S67FI	PEMBROKE PARK FR
FPK23010400000027	FALL INJURY	PK	27B	01/04/202	01/04/202	01/04/202	01/04/202	3	S67FI	PEMBROKE PARK FR
FPK23010900000064	FALL INJURY	PK	27A	01/09/202	01/09/202	01/09/202	01/09/202	3	S67FI	PEMBROKE PARK FR
FPK23010400000033	FALL INJURY	PK	27A	01/04/202	01/04/202	01/04/202	01/04/202	3	S67FI	PEMBROKE PARK FR
FPK23011100000075	FALL INJURY	PK	27A	01/11/202	01/11/202	01/11/202	01/11/202	3	S67FI	PEMBROKE PARK FR
FPK23011500000098	FALL INJURY	PK	27B	01/15/202	01/15/202	01/15/202	01/15/202	3	S67FI	PEMBROKE PARK FR
FPK23011500000102	FALL INJURY	PK	27A	01/15/202	01/15/202	01/15/202	01/15/202	3	S67FI	PEMBROKE PARK FR
FPK23011500000103	FALL INJURY	PK	27A	01/15/202	01/15/202	01/15/202	01/15/202	3	S67FI	PEMBROKE PARK FR
FPK23011900000115	FALL INJURY	PK	27A	01/19/202	01/19/202	01/19/202	01/19/202	3	S67FI	PEMBROKE PARK FR
FPK23012100000136	FALL INJURY	PK	27A	01/21/202	01/21/202	01/21/202	01/21/202	3	S67FI	PEMBROKE PARK FR
FPK23012100000132	FALL INJURY	PK	27A	01/21/202	01/21/202	01/21/202	01/21/202	3	S67FI	PEMBROKE PARK FR
FPK23012200000144	FALL INJURY	PK	27A	01/22/202	01/22/202	01/22/202	01/22/202	3	S67FI	PEMBROKE PARK FR
FPK23011700000113	FALL INJURY	PK	27A	01/17/202	01/17/202	01/17/202	01/18/202	3	S67FI	PEMBROKE PARK FR
FPK23012300000153	FALL INJURY	PK	27B	01/23/202	01/23/202	01/23/202	01/23/202	3	S67FI	PEMBROKE PARK FR
FPK23012300000156	FALL INJURY	PK	27B	01/23/202	01/23/202	01/23/202	01/23/202	3	S67FI	PEMBROKE PARK FR
FPK23012600000164	FALL INJURY	PK	27B	01/26/202	01/26/202	01/01/000	01/26/202	3	S67FI	PEMBROKE PARK FR
FPK23012300000152	FALL INJURY	PK	27A	01/23/202	01/23/202	01/23/202	01/23/202	3	S67FI	PEMBROKE PARK FR
FPK23013000000183	FALL INJURY	PK	27B	01/30/202	01/30/202	01/30/202	01/30/202	3	S67FI	PEMBROKE PARK FR
FPK23011700000109	FALL INJURY	PK	27B	01/17/202	01/17/202	01/17/202	01/17/202	3	S67FI	PEMBROKE PARK FR
FPK23012600000163	FALL INJURY	PK	27A	01/26/202	01/26/202	01/26/202	01/26/202	3	S67FI	PEMBROKE PARK FR
FPK23012500000160	FALL INJURY	PK	27A	01/25/202	01/25/202	01/25/202	01/25/202	3	S67FI	PEMBROKE PARK FR

FPK23010100000009	HEADACHE	PK	27B	01/01/202 01/01/202 01/01/202 01/01/202 3	S67HE	PEMBROKE PARK FR
FPK23011700000108	HEMORRHAGE OR LACERATION	PK	27A	01/17/202 01/17/202 01/17/202 01/17/202 2	S67HM	PEMBROKE PARK FR
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FPK23011200000081	HEART PROBLEMS	PK	27A	01/12/202 01/12/202 01/12/202 01/12/202 2	S67HP	PEMBROKE PARK FR
FPK23010700000055	INJURY	PK	27B	01/07/202 01/07/202 01/07/202 01/07/202 3	S67IJ	PEMBROKE PARK FR
FPK23010400000034	INJURY	PK	27B	01/04/202 01/04/202 01/04/202 01/04/202 3	S67IJ	PEMBROKE PARK FR
FPK23012900000179	INJURY	PK	27B	01/29/202 01/29/202 01/29/202 01/29/202 3	S67IJ	PEMBROKE PARK FR
FPK23012500000161	INJURY	PK	27A	01/25/202 01/25/202 01/25/202 01/25/202 3	S67IJ	PEMBROKE PARK FR
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FPK23011500000101	SICK PERSON	PK	27B	01/15/202 01/15/202 01/15/202 01/15/202 4	S67SP	PEMBROKE PARK FR
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FPK23012300000155	STROKE	PK	27B	01/23/202 01/23/202 01/23/202 01/23/202 2	S67ST	PEMBROKE PARK FR
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FPK23010400000023	FIRE OR MEDICAL SERVICE CALL	PK	27A	01/04/202	01/04/202	01/04/202	01/04/202	4	S68	PEMBROKE PARK FR
FPK23010200000010	FIRE OR MEDICAL SERVICE CALL	PK	27A	01/02/202	01/02/202	01/02/202	01/02/202	4	S68	PEMBROKE PARK FR
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FPK23011800000114	FIRE OR MEDICAL SERVICE CALL	PK	27B	01/18/202	01/18/202	01/18/202	01/18/202	4	S68	PEMBROKE PARK FR
FPK23012100000133	FIRE OR MEDICAL SERVICE CALL	PK	27A	01/21/202	01/21/202	01/21/202	01/21/202	4	S68	PEMBROKE PARK FR
FPK23012500000162	FIRE OR MEDICAL SERVICE CALL	PK	27B	01/25/202	01/25/202	01/25/202	01/25/202	4	S68	PEMBROKE PARK FR
S25 FIRE	10									
S4 VEHICLE ACCIDENT	36									
S49 ALARM	6									
S67 MEDICAL	128									
S68 SERVICE CALL	8									
TOTAL	188									

AGENDA ITEM REPORT



To: Commision Information
Subject: January 2023 Monthly Report
Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023
Department: Building
Staff Contact: Miguel Nunez, Building Official

ATTACHMENTS:

[23-001](#)
[Monthly Status Report 012023](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Approved - Feb 16 2023
Approved - Feb 16 2023



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

MEMORANDUM NO.: 23-001

DATE: February 14, 2023
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **MONTHLY STATUS REPORT – JANUARY 2023**

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

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Monthly Status Report

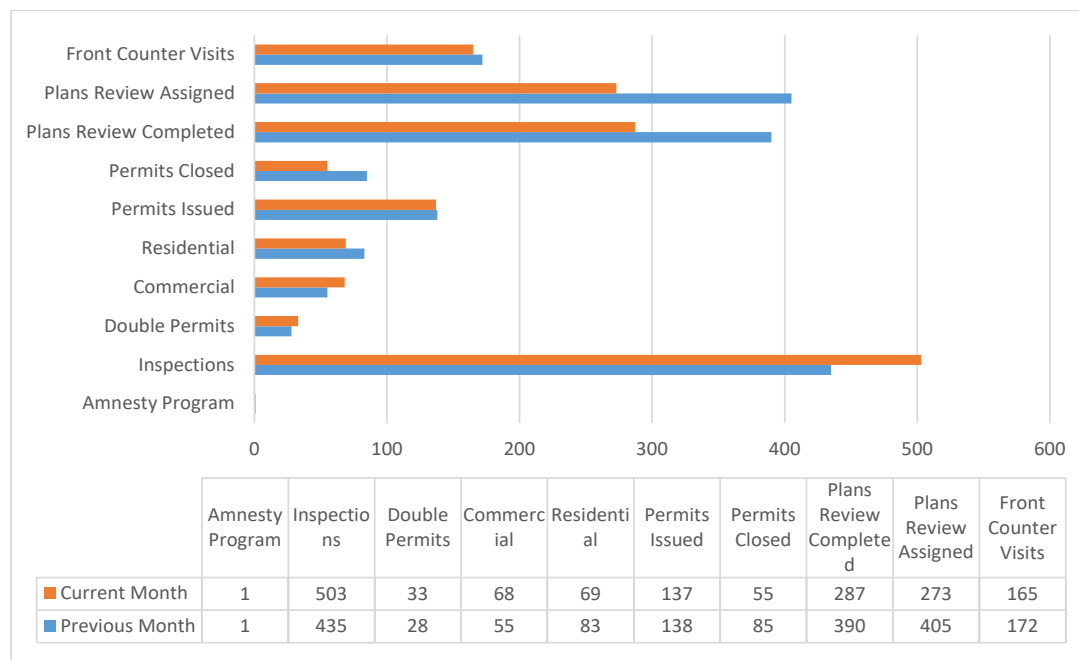
January 2023

Summary:

As we start the 2023 calendar year and the second quarter of the Fiscal Year 2022-2023; I would like to reinforce the efforts and the excellence in customer service that the Building Department staff offers to our external and internal customer's. In addition, would like to note the prompt review service; which at the most is taken 4 business days, in contrary to other municipalities which are taken longer (obviously, if the customer respond to the application correctly).

Furthermore, the "Amnesty Program" is progressing as designed by the Town Commission, with the added benefit that additional customers are joining the program. Thus, kudos to this commission and specially Mayor Jacobs for his support since day one as a champion of this program.

By the numbers:



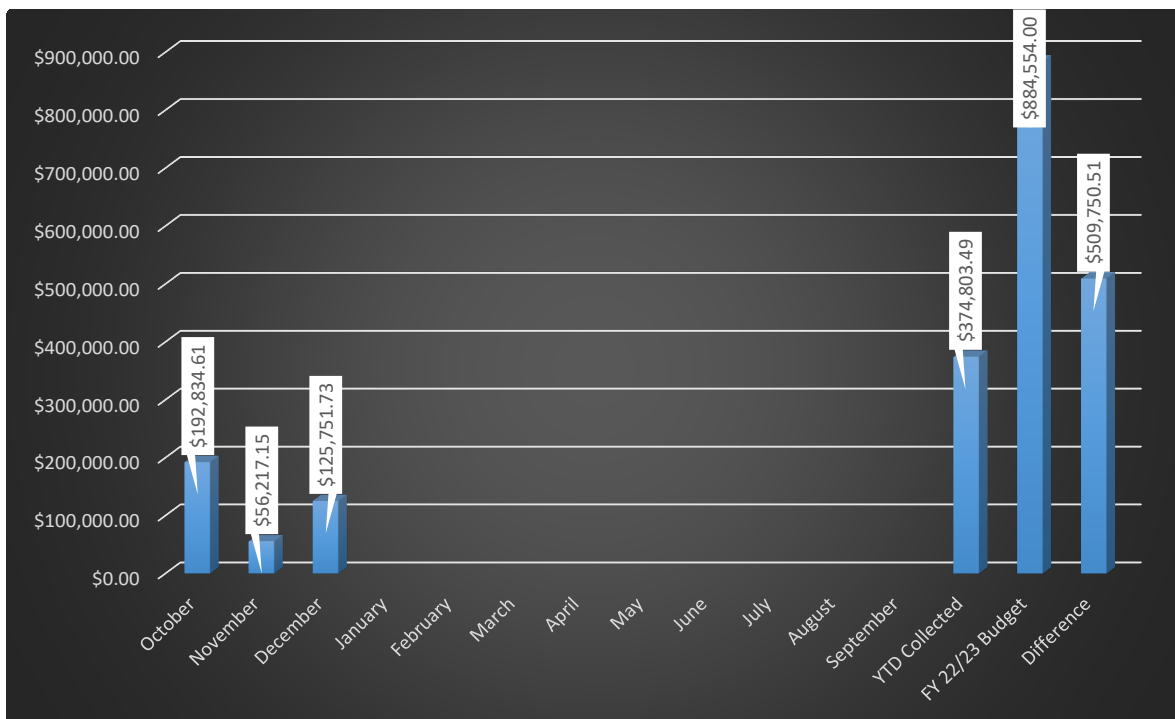
As noted above, during this reporting period some categories, have experienced an increased, while others have been reduced, which is a normal fluctuation from month to month, as observed in the above chart. In addition, we have added the plans review data for all disciplines, as follows:

Structural = 251, Mechanical = 94, Electrical = 70, Plumbing = 88: Total of **503 Inspections**.

- Further, in this reporting period the Amnesty Program, have received **01 applications** on the reporting period from different areas of the town for a total of 61 applicants. Thus, outreach is continuing for any potential applicant's information about the program.

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected **\$75,722.63**, and we are glad to report that the Building Department has started in a good trend for the revenue/expense's ratio; see chart below for trend graphical information:



Large Construction Projects Summary:

	Not Started		In Progress		No Action		Completed
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Status / Commissioner District	Project	Description	Notes
Seneca Town Center			
1	Building 1	Warehouse Building	Building is completely occupied
1	Building 2	Building Shell (Structure)	Work in progress
1	Building 3	Building Shell (Structure)	Work in progress
1	Building 4	Warehouse Building	Building is completely occupied
1	Building 5	Building Shell (Structure)	Application for permit on hold by developer.
Other projects at different areas within the Town			
1	Coca-Cola 3262 Pembroke Road	Various Improvements (Continuous)	Currently under the inspections and additional applications for various permit process.
1	Seneca Town Center 3195 W HBB	Wawa Building	Currently, we have issued the full site work, and currently we have received the Wawa Building for review and waiting for their comment's resubmittal.
		Storage Building	Application for permit was received , four review cycles and currently is waiting for applicant resubmittal
		Hospital Building	Application for permit was received , four review cycles and currently is waiting for applicant resubmittal
4	Magnolia Townhomes 3711-3715 SW 52 Avenue	47 Townhomes	Application for permit submitted and received the first review cycle.
4	Pembroke Oakes SW 52 Avenue and WHBB	7 Buildings (120 Residential units and 5000 SF Commercial)	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).
5	Pembroke Villas 4945 SW 41 Street	28 Townhomes	Currently, in the process of obtaining their DRC approval.

4	Pembroke Plaza 4250 W HBB	Shopping Center Building	Certificate of Completion (CC) Issued, and <u>three</u> Tenants were issued the Certificate of Occupancy (CO). A fourth tenant has submitted plans for a new tenant (Unit 2)
4	Duplex 5500 SW 32 Court	Newest Duplex Residential Building	Completed
4	O'Reilly's 4700 W HBB	Auto part store	Permit issued and project started.
4	Car Wash 3301 W HBB	Automatic Car Wash Building	Permit issued and work in progress

Additional Comments:

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

AGENDA ITEM REPORT



To: Commission Approval
Subject: Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue
Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This is an Unsafe Structures Decision via the Broward County Unsafe Structures Board.

FINANCIAL IMPACT:

\$59,560.00

RECOMMENDATION:

Staff recommends the approval of the lowest bidder as per attached ranking and to allow for the issuance of the contract for services.

ATTACHMENTS:

[Paragon Construction Unlimited, Inc.- ITB #23-01](#)
[R2R Demolition Inc - ITB #23-01](#)
[23-002 - Ranking](#)
[Pre-Bid Meeting Sign in Sheet ITB #23-01](#)

	Status:
Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023

PARAGON CONSTRUCTION UNLTD INC
P.O. BOX 323481
PEMBROKE PINES, FL 33002



PARABID
1/27 @ 9am
BID 2/10/23

TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

1708 SW 31st Avenue, Pembroke Park, Florida DEMOLITION & DISPOSAL

The Town of Pembroke Park is seeking to demolish and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022

Sealed proposals will be received by the Town of Pembroke Park until 10:00 a.m. on Friday, February 10, 2023, in the Town Clerk's Office located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023, and opened 10:30 a.m. for 1708 SW 31st Avenue, Pembroke Park, Florida, Demolition & Disposal.

Bid documents may be obtained from the Town of Pembroke Park website at www.tppfl.gov or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Miguel Nunez, Chief Building Official via email at mnunez@tppfl.gov. There is no charge for the documents. The bid documents contain the scope of work.

Due to the nature of this project a mandatory pre-bid has been scheduled for Friday, January 27, 2023, at 9:00 am at the property location.

The Town of Pembroke Park reserves the right to reject any or all bids; to waive any informalities or irregularities in any bid received; to re-advertise for bids; or to take any other such actions that may be deemed to be in the best interest of the Town. The Town anticipates entering into a written contract with the bidder who submits the bid judged by the Town to be the most advantageous, responsible, and most responsive.

Marlen Martell, Town Clerk
January 6, 2023



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB# 23-01

**1708 SW 31st Avenue, Pembroke Park, Florida
INDEX**

General Conditions	3
Scope of work	
Bid Schedule	
Invitation to Bid	
Qualification Statement	
Insurance Requirements	
Public Entities Crimes Form	
Non-Collusive Affidavit	
Acknowledgement Offerors Certification	
Agreement	

GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Pembroke Park, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the Town, or who has been deemed irresponsible or unreliable to the Town. The Town is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's bid.

If selected for a project, all bidders must earn a satisfactory performance evaluation rating prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the Town and is not subject to appeal.

PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Town Manager, or their assistants or any other department of the Town shall relieve the contractor from any risk or from fulfilling all terms of the contract. A mandatory pre-bid meeting will be held at the property location. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project.

CONE OF SILENCE - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- b) The Town Commission, Town Attorney, and all Town employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening proposals but no later than the date

specified in this proposal for acceptance of questions. After proposals are opened, the bidders shall abide by the decision of the Town as to such interpretation.

ADDENDA AND INTERPRETATIONS – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this proposal for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail, certified mail with the return receipt requested, to all prospective bidders (at the address furnished for such purpose) not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

LEGAL CONDITIONS – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the Town of Pembroke Park.

FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the Town Clerk's Office, Town of Pembroke Park, Florida, 2nd Floor, Town Hall, and must show the name of the bidder and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.

FILLING IN BIDS – All prices must be itemized, written in the proposal, and also stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative make all verification and subscribe to the proposal.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

CAUSES FOR REJECTION – No bid will be canvassed, considered, or accepted which, in the opinion of the Town is incomplete, informal, or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS – The Town reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions

not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals; and to waive such technical errors, to waive informalities or irregularities in any bid received, to readvertise; or to take any other actions as may be deemed best for the interests of the Town.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified, below within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled, and the contract let to the next higher bidder who is reliable and responsible in the opinion of the Town. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the Town's Project Manager. Under no circumstance will work be performed on a Sunday.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the Town Clerks Office of the Town of Pembroke Park.

TERMS OF CONTRACT – The contract shall be 30 calendar days from issuance of "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

OWNER MAY STOP THE WORK – If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of

the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

APPLICATION FOR PROGRESS PAYMENT – The Town will not make progress payments under this contract. Upon completion of project, the contractor shall submit to the Town for review an Application for Payment filled out and signed by the contractor covering the work completed and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner’s interest therein, all of which will be satisfactory to the owner. The project must pass final demolition inspection before a payment will be rendered.

QUANTITIES – The Town reserves the right to add or delete from the estimated quantities listed in the proposal.

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The Town of Pembroke Park will award payment at the conclusion of the work, and upon full acceptance.

EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, “Excusable Inclement Weather Delays”, as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather, or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the

CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.

- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

LIQUIDATED DAMAGES – None Required

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Mandatory Pre-Bid	01/27/2023 @ 9:00 AM
Question Due Date	02/03/2023 @ 5:00 PM
Anticipated Date of Issuance for the Addenda with Questions and Answers	02/07/2023 @ 4:00 PM
Proposals will be accepted until	02/10/2023 @ 10:00 AM
Proposals will be opened	02/10/2023 @ 10:30 AM
Evaluation of Proposals by Staff	02/14/2023
Recommendation of Contractor to Town Commission award	02/22/2023 (tentative)

SCOPE OF WORK

The Town of Pembroke Park, Florida, hereinafter referred to as the Town, will receive sealed Bids and any other information relative to the experience, expertise, or proficiency of the Firm Contractor, at Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 22023, for furnishing the demolition/removal of the property located at "1708 SW 31st Avenue, Pembroke Park, Florida" as described in the categories/disciplines below.

This contract is for the demolition/goods removal and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022. Contractor shall be responsible for the demolition and disposal of all building materials from the site. The Town encourages the contractor to recycle and salvage as much building material as possible during this process. Disposal of all material shall be in accordance with all Federal, State and County regulations as applicable.

The successful bidder will be responsible for securing any and all necessary permits and for complying with any and all required inspections.

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.



RFI #001

Town of Pembroke Park
1708 SW 31st Avenue, Pembroke Park, Florida
DEMOLITION & DISPOSAL

CIP Project # ITB 23-01

January 31, 2023

Mr. Joshua Galanter, Project Coordinator
Thunder Demolition, Inc.
7373 NE 3rd Court
Miami, FL 33138

Mr. Galanter,

At this time, I would like to respond to the RFI's as follows:

After the site meeting this morning, we have a few questions regarding ITB # 23-01 (1708 SW 31st Ave, Pembroke Park):

Q1. Is this a Davis-Bacon/Prevailing Wages project?

The answer is in the Negative, as this is not requested in the ITB-23-01

Q2. How are any environmental issues we may encounter to be estimated and added?

They must be based in the asbestos study, and later under a change order for the remediation cost (if applicable)

Q3. The existing fence on the east side of the property has a tree growing through it, do we remove this?

Yes

Q4. Do we include installation of a temporary fence?

Yes

Q5. Does the City pay to reimburse all Permit Fees/Cost?

Yes

Q6. Please also elaborate on how the proceeds of the salvageable items are to be treated that are removed and recycled?

Any salvage materials is the property of the bidder/contractor; however, if the salvage cost is more than the work itself; then a refund to the owner must be issued via the Town of Pembroke Park.

Miguel A. Nunez, MPA, CBO, CFM
Building Official

Cc: Juan C. Jimenez, Town Manager
Lucie Manzerolle, Building Manager
File



RFI #002

Town of Pembroke Park

1708 SW 31st Avenue, Pembroke Park, Florida
DEMOLITION & DISPOSAL

CIP Project # ITB 23-01

February 2, 2023

Mr. Dario Diaz
Pronto Construction Developers
21030 North Miami Avenue
Miami Gardens, FL 33169

Mr. Diaz,

At this time, I would like to respond to the RFI's as follows:

Please see below request for clarification for the aforementioned ITB;

1. Please provide the mandatory pre-bid signing sheet
Please see attached.
2. Please provide any as-builts of the property and/or record drawings showing the extent of said building, concrete slabs, and foundations to be demolished.
Currently, there is no as-builts or information of any structure on this property, since the construction was performed prior the town records being saved; however, I will suggest that you use the following link form the Broward County Property Appraisers and must of the information will be in there, as Follows: [1708 SW 31 AVENUE \(bcpa.net\)](#) and [BCPA Sketch](#).
3. ITB states ***"The Town encourages the contractor to recycle and salvage as much building material as possible during this process"***. Please confirm that recycling and salvage is optional and only encouraged, and not mandatory. Recycling is optional for the town, however and other rules and regulations must be abided by the bidder.
4. Please confirm The Town will coordinate with FPL for power service disconnect.
Confirmed.
5. ITB Sheet 9 of 39 States ***"Alternate: Removal of Asbestos if Found"***. Please confirm this item is to be left in blank and provide after contract award and asbestos testing being performed.
Confirmed.

Miguel A. Nunez, MPA, CBO, CFM
Building Official

Cc: Juan C. Jimenez, Town Manager
Lucie Manzerolle, Building Manager
File



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID SCHEDULE

Contractor Name: PARAGON CONSTRUCTION UNLTD.

1708 SW 31st Avenue, Pembroke Park, Florida

BID ITEMS: (Must be itemized)
COST:

Written Numerical

1. Mobilization TWENTY-FOUR HOUR

dollars \$ 2,800.00

Please specify the tasks/items required for Mobilization:

2. Systematic demolition of the existing structure and remove all demolition debris off site.

- a) Disconnect electricity and remove existing lines
- b) Disconnect water and sewer and seal
- c) Asbestos Testing
- d) Remove existing structural system
- e) Dispose all construction material to a designated place
- f) Remove concrete slab/foundation

18,300
300
1,200
1,300
4,800
6,200
10,400

3. Restore open area to satisfy Town zoning requirements including Grading and installing sod

8,000

4. General Conditions and profit

9,960

5. Permits

300

TOTAL

\$59,560

Alternate:

Removal of Asbestos if found

TBD



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID PROPOSAL PAGE

Business Name: PARAGON CONSTRUCTION UNLTD.
Contact Person: JEFF STRUMP
Address: PO Box 823491
Phone: 954 292-6776 Fax: 954 4304309
Email: PARAGON@BELLSOUTH.NET

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

PARAGON CONSTRUCTION UNLTD.
Business Name

Signature

Bid Price: \$ 59,560 - FIFTY-NINE THOUSAND FIVE HUNDRED SIXTY AND 10/100

Alternate: Asbestos Removal if Found \$ TBD

Completion Time: 30 calendar days from the date listed on the Town's Notice to Proceed.

Notes: _____

QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PARAGON CONSTRUCTION UNLTD
1497 NW 153 RD AVE
PEMBROKE PINES FL 33028

Contact Person's Name & Title:	JEFF STRUMP Dir.
PROPOSER'S Telephone:	954 292 6776
Fax:	954 430 4309
Email:	PARAGON@BELLSOUTH.NET

PROPOSER'S License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business 32

State the number of years your firm has been in business under your present business name 32

State the number of years your firm has been in business in the work specific to this bid: 32

Names and Titles of all officers, partners or individuals doing business under trade name:

SUZANNE STRUMP Dir.
JEFF STRUMP Dir.

The business is a: Sole Proprietorship _____ Partnership _____ Corporation X

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Town and shall render the proposer bid submittals non-responsive.

None

At what address was that business located?

1497 NW 153 RD AVE, PEMBROKE PINES 33028

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

SBAI INC.

NONE REQUIRED

Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

Have you personally inspected the proposed WORK and do you have a complete plan for its performance

YES

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

SELF PERFORM

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NONE

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

NONE

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

NO

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NO

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

COMPLETED DEMOLITION OF OAKLAND PARK
WASTE TREATMENT PLANT, POMPANO BEACH
4000 SF ELKS LODGE, MIAMI GARDENS
2 STORY CHURCH AND RISCO PARK. AND
MANY MORE

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by TOWN in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the TOWN to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By JEFF STRUP
(Signature)

INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the Town with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for BID #17-01-367.

CONTRACTOR agrees to release the TOWN from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from TOWN in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the TOWN and the TOWN's elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages,

losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the Town with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the Town are included as a loss payee and that the carrier waives all rights of subrogation against the Town.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the Town of Pembroke Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A. Name of insurance carrier(s)
- B. Effective and expiration dates of policies
- C. Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D. Duplicate Policy or Certification of Insurance stating that the interests of the Town are included as additional insured and specifying the protection/location.

Such insurance shall apply despite any insurance, which the Town may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain, and any subcontractors shall be the sole responsibility of the contractor.

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Bid #23-01

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with ITB #23-01 - 1708 SW 31st Avenue, Pembroke Park, Florida

2. This sworn statement is submitted by JEFF STRONG whose business address is 1417 NW 153RD AVE
PEMBROKE PARK, FL 33028
_____ and (if applicable) its Federal Employer Identification No. (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

3. My name is JEFF STRONG and my relationship to the entity named above is Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Jacqueline Carrasco
Signature
State of Florida

2/9/2023
Date

County of Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JEFFREY SPZUP, who after first being sworn by me, affixed his/her signature
in the space provided above on this 9 day of FEBRUARY, 2023.

Jacqueline Carrasco
Notary Public
My Commission Expires: 10/21/2025



NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWARD)

JEFF STUMP being first duly sworn, deposes and says that:

1. He/she is the

OWNER (Owner, Partner, Officer, Representative or Agent) of

PARACON CONSTRUCTION the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: [Signature]

JEFF STUMP
(Printed Name)

P.R.
(Title)

ACKNOWLEDGMENT

State of Florida

County of Broward

On this the 9 day of FEB., 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Jeffrey Adams and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

Jacqueline Carrasco
NOTARY PUBLIC, STATE OF Florida

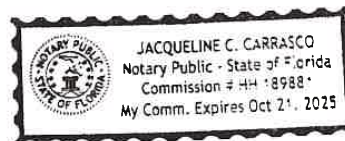
**NOTARY PUBLIC
SEAL OF OFFICE:**

Jacqueline Carrasco
(Name of Notary Public: Print Stamp or type as Commissioned)

- ☐ Personally known to me, or
- ☐ Produced identification:

FDL

(Type of identification)



☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN

____ INDIVIDUAL ____ SOLE PROPRIETORSHIP ____ PARTNERSHIP X CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 9 day of FEB, 20 23.

By: [Signature]
Signature of Individual

JEFF STRUMP
Printed Name of Individual

1497 NW 153 AVE
Business Address

PI PINES FL 33028
Town/State/Zip

934 292-6776
Business Phone Number

[Signature]
Witness

[Signature]
Witness

State of Florida
County of Broward

On this the 9 day of FEB, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Jeff Strump and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Jacqueline Carrasco
(Name of Notary Public: Print Stamp or type as Commissioned)

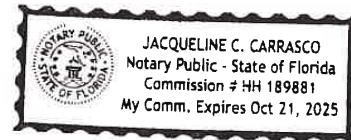
☐ Personally known to me, or
☒ Produced identification:

FL DL
(Type of identification)

☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of 3150 SW 52nd Avenue, Florida 33023 hereinafter referred to as "TOWN",

and

_____, a company authorized to do business in the State of Florida, with a business address _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The TOWN has heretofore invited bids for a TOWN demolition project ("Project") identified by bid number and project number Bid #17-03--- and commonly referred to as: Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01

WHEREAS, Contractor, in compliance with the bidding requirements announced by the TOWN, submitted a bid on the _____ day of _____, 20____, for the total bid amount of \$ _____; and

WHEREAS, on the _____ day of _____, 20____, the TOWN Commission designated CONTRACTOR as having submitted the bid that was most advantageous to the TOWN and authorized the execution of this Contract; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within (30) calendar days as specified in the Notice to Proceed, subject to TOWN approved time extensions.

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this Reference, as if fully set forth herein.

1.1.2 On _____, the bids were opened at the offices of the Town Clerk.

1.1.3 On _____, the TOWN awarded the bid to CONTRACTOR and authorized the proper TOWN officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.2 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the provide ---" Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01-----", as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "ITB #23-01-----," attached hereto and made a part hereof as Exhibit "A" and CONTRACTOR's response thereto, attached hereto and made a part hereof as Composite Exhibit "B". CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, tools, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the TOWN representatives to discuss the progress of the work, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.8 CONTRACTOR shall:

- 2.8.1 Guarantee all work and materials for a period of one (1) year.
- 2.8.2 Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.
- 2.8.3 Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 2.8.4 Observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.
- 2.8.5 Obtain written approval from the TOWN of all subcontractors not disclosed in the CONTRACTOR's bid document.
- 2.8.6 Perform such other tasks as set forth in the Contract Documents.
- 2.8.7 Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the award of the Project.
- 2.8.8 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 2.8.9 The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the TOWN.

2.9 TOWN'S OBLIGATIONS:

- 2.9.1 TOWN shall provide a written Notice to Proceed.
- 2.9.2 Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 2.9.3 On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

2.10 COMMENCEMENT OF WORK

- 2.10.1 CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within 90 calendar days thereafter.
- 2.10.2 Time is the essence of the Contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.
- 2.10.3 CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the demolition of the Property as identified in Exhibit "A" attached hereto and made part hereof, within sixty (60) days of the Town's Issuance of the Notice to Proceed.
- 3.2 This Agreement may be terminated by the Town at any time before the Notice to Proceed. If this Agreement is canceled in this manner, the CONTRACTOR shall not be entitled to any compensation as a result of this Agreement.
- 3.3 Termination for Convenience: This Agreement may be terminated by TOWN for convenience after the Notice to Proceed has been issued, upon seven (7) calendar, thirty (30) days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination.
- 3.4 Default by CONTRACTOR: In addition to all other remedies available to TOWN, this Agreement shall be subject to cancellation by TOWN for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The determination as to whether CONTRACTOR has defaulted is in the sole, exclusive, and unilateral discretion of the Town.

**ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT**

4.1 The TOWN hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in [MONTHLY/WEEKLY/BI-WEEKLY] payments for actual services performed for [DESCRIPTION] services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The TOWN shall within thirty (30) days, from the date the Town's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the Town Public Services Director or his or her assignees.

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

**ARTICLE 5
CHANGES IN SCOPE OF WORK**

5.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. yellow part to be deleted No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or to the other instances as deemed necessary and executed by the Contractor and Town Representative prior to the start of the change order work. Change orders will not be permitted for conditions that could have been discovered by CONTRACTOR during the pre-bid inspection. The contractor must email the project manager as designated in this Agreement in regard to any concerns that are discovered along with documentation in order to have the Building Inspector visit the job site and confirm any conditions. Once the conditions are confirmed, the Contractor must submit a written request for amendment that includes the item(s) to be changed, cost of materials and cost of labor. The Town will review and if approved, the change order will be executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. The Contractor shall not perform any change order work unless and until the request is signed by the Town. The determination as to whether a condition could have been discovered during the pre-bid inspection shall be in the sole, exclusive, and unilateral discretion of the Town.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6:
RESERVED**

**ARTICLE 7
INDEMNIFICATION**

7.1. CONTRACTOR shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses, and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

7.2. CONTRACTOR shall indemnify TOWN for all loss, damage, expense, or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense, with legal counsel chosen by TOWN, any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

7.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR.

7.4 Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

**ARTICLE 8
INSURANCE**

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|---|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|---------------------------------|-------------------------|
| A. | Worker's Compensation Statutory | |
| B. | Employer's Liability | \$100,000 each accident |

\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired, and non-owned vehicles.

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

8.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its 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. CONTRACTOR 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**ARTICLE 10
INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR 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. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR 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 will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11
UNCONTROLLABLE FORCES**

11.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12
AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 13
VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide TOWN with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and TOWN, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and TOWN with the same formality and equal dignity herewith.

ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** TOWN reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by TOWN resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to TOWN Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by TOWN by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, TOWN may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay TOWN as liquidated damages, and not as penalty, [WRITTEN AMOUNT] DOLLARS ([NUMERICAL AMOUNT]) for every day of such malfunction. This sum is the agreed upon amount by which TOWN will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies TOWN may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of TOWN, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, TOWN reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to TOWN, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. TOWN shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

- 16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than 15 Days.
- 16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, TOWN shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

ARTICLE 17 BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 Arbitration. In addition to any other remedy provided hereunder, TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by TOWN. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between TOWN and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by TOWN regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of TOWN to provide adequate maintenance of TOWN's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by TOWN.

18.2.3 Notwithstanding the other provisions in this Section, TOWN reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from TOWN.

ARTICLE 19 MISCELLANEOUS

19.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

19.2 Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable

times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

19.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.

19.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 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. For the present, CONTRACTOR and TOWN designate the following as the respective places for giving of notice:

TOWN Juan Carlos (JC) Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Telephone No. (954) 966-4600

Copy To: Samuel S. Goren, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR TOWN, STATE, & ZIP CODE]

PARAGON CONSTRUCTION UNLTD INC
P.O. BOX 823491
PEMBROKE PINES, FL 33082

Telephone No. _____
Facsimile No. _____

19.7 **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.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between TOWN and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

19.12 **Waiver.** Failure of TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 **Attorney's 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, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of Town Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect TOWN's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 **Public Records.** In order to comply with Florida's public records laws, the CONTRACTOR shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under this Contract.

- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are confidential and/or exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA VANCHER, TOWN CLERK< THE CUSTODIAN OF PUBLIC RECORDS (954)966-4600 – Marlen Martell, Town Clerk, townclerk@tppfl.gov, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

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

ATTEST:

TOWN

MARLEN MARTELL
TOWN CLERK

BY:

JUAN CARLOS (JC) JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

OFFICE OF THE TOWN ATTORNEY

Witnesses:

CONTRACTOR

PARAGON CONSTRUCTION COMPANY
[NAME OF CONTRACTOR]

BY:

Print Name:

Title:

Print Name

Print Name

STATE OF

COUNTY OF

) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20__.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB# 23-01

**1708 SW 31st Avenue, Pembroke Park, Florida
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GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Pembroke Park, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the Town, or who has been deemed irresponsible or unreliable to the Town. The Town is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's bid.

If selected for a project, all bidders must earn a satisfactory performance evaluation rating prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the Town and is not subject to appeal.

PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Town Manager, or their assistants or any other department of the Town shall relieve the contractor from any risk or from fulfilling all terms of the contract. A mandatory pre-bid meeting will be held at the property location. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project.

CONE OF SILENCE - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- b) The Town Commission, Town Attorney, and all Town employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening proposals but no later than the date

specified in this proposal for acceptance of questions. After proposals are opened, the bidders shall abide by the decision of the Town as to such interpretation.

ADDENDA AND INTERPRETATIONS – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this proposal for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail, certified mail with the return receipt requested, to all prospective bidders (at the address furnished for such purpose) not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

LEGAL CONDITIONS – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the Town of Pembroke Park.

FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the Town Clerk's Office, Town of Pembroke Park, Florida, 2nd Floor, Town Hall, and must show the name of the bidder and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.

FILLING IN BIDS – All prices must be itemized, written in the proposal, and also stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative make all verification and subscribe to the proposal.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

CAUSES FOR REJECTION – No bid will be canvassed, considered, or accepted which, in the opinion of the Town is incomplete, informal, or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS – The Town reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions

not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals; and to waive such technical errors, to waive informalities or irregularities in any bid received, to readvertise; or to take any other actions as may be deemed best for the interests of the Town.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified, below within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled, and the contract let to the next higher bidder who is reliable and responsible in the opinion of the Town. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the Town's Project Manager. Under no circumstance will work be performed on a Sunday.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the Town Clerks Office of the Town of Pembroke Park.

TERMS OF CONTRACT – The contract shall be 30 calendar days from issuance of "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

OWNER MAY STOP THE WORK – If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of

the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

APPLICATION FOR PROGRESS PAYMENT – The Town will not make progress payments under this contract. Upon completion of project, the contractor shall submit to the Town for review an Application for Payment filled out and signed by the contractor covering the work completed and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner’s interest therein, all of which will be satisfactory to the owner. The project must pass final demolition inspection before a payment will be rendered.

QUANTITIES – The Town reserves the right to add or delete from the estimated quantities listed in the proposal.

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The Town of Pembroke Park will award payment at the conclusion of the work, and upon full acceptance.

EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, “Excusable Inclement Weather Delays”, as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather, or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the

CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.

- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

LIQUIDATED DAMAGES – None Required

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Mandatory Pre-Bid	01/27/2023 @ 9:00 AM
Question Due Date	02/03/2023 @ 5:00 PM
Anticipated Date of Issuance for the Addenda with Questions and Answers	02/07/2023 @ 4:00 PM
Proposals will be accepted until	02/10/2023 @ 10:00 AM
Proposals will be opened	02/10/2023 @ 10:30 AM
Evaluation of Proposals by Staff	02/14/2023
Recommendation of Contractor to Town Commission award	02/22/2023 (tentative)

SCOPE OF WORK

The Town of Pembroke Park, Florida, hereinafter referred to as the Town, will receive sealed Bids and any other information relative to the experience, expertise, or proficiency of the Firm Contractor, at Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 22023, for furnishing the demolition/removal of the property located at "1708 SW 31st Avenue, Pembroke Park, Florida" as described in the categories/disciplines below.

This contract is for the demolition/goods removal and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022. Contractor shall be responsible for the demolition and disposal of all building materials from the site. The Town encourages the contractor to recycle and salvage as much building material as possible during this process. Disposal of all material shall be in accordance with all Federal, State and County regulations as applicable.

The successful bidder will be responsible for securing any and all necessary permits and for complying with any and all required inspections.

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID SCHEDULE

Contractor Name: B2B Demolition Inc

1708 SW 31st Avenue, Pembroke Park, Florida

BID ITEMS: (Must be itemized)
COST:

Written Numerical
94,500.00

1. Mobilization 7,000.00 dollars \$ 94,500.00

Please specify the tasks/items required for Mobilization: Delivery of machines
and truck that will be use on this project

2. Systematic demolition of the existing structure and remove
all demolition debris off site.

- a) Disconnect electricity and remove existing lines
- b) Disconnect water and sewer and seal
- c) Asbestos Testing
- d) Remove existing structural system
- e) Dispose all construction material to a designated place
- f) Remove concrete slab/foundation

63,500.00
1,500.00
1,500.00
10,500.00
30,000.00
20,000.00

3. Restore open area to satisfy Town zoning requirements including
Grading and installing sod

10,000.00

4. General Conditions and profit

10,000.00

5. Permits

4,000.00

TOTAL

94,500.00

Alternate:

Removal of Asbestos if found

Cost only for removal of asbestos
will determine once bid is awarded



TOWN OF PEMBROKE PARK

Notice Inviting Bids
ITB #23-01

BID PROPOSAL PAGE

Business Name: B2R Demolition Inc
Contact Person: John Duncan
Address: 2000 NW 18th St pompano beach FL 33069
Phone: 786-560-7219 Fax: N/A
Email: B2R Demolition Inc@gmail.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

B2R Demolition Inc
Business Name

John Duncan
Signature

Bid Price: \$ 94,500.00

Alternate: Asbestos Removal if Found \$ TO BE Determine

Completion Time: 30 calendar days from the date listed on the Town's Notice to Proceed.

Notes: _____

QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

<u>R2R Demolition Inc</u>
<u>2000 NW 18th St pompano beach FL 33069</u>

Contact Person's Name & Title:	<u>John Duncan owner</u>
PROPOSER'S Telephone:	<u>786-560-7219</u>
Fax:	<u>N/A</u>
Email:	<u>R2RDemolitionInc@gmail.com</u>

PROPOSER'S License Number: 13-D-18604-X

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business 9 years

State the number of years your firm has been in business under your present business name 9 years

State the number of years your firm has been in business in the work specific to this bid: 9 years

Names and Titles of all officers, partners or individuals doing business under trade name:

<u>John Duncan</u>	<u>owner</u>

The business is a: Sole Proprietorship _____ Partnership _____ Corporation ✓

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Town and shall render the proposer bid submittals non-responsive.

<u>N/A</u>

At what address was that business located?

<u>N/A</u>

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Nationwide Mutual Insurance Company

Have you ever failed to complete work awarded to you. If so, when, where and why?

no

Have you personally inspected the proposed WORK and do you have a complete plan for its performance

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

N/A

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

954-789-2969
city of pompano beach FL Salvatore Reginello Demolition other
padula wads worth construction James 786-386-9185
MVP contractors christian 772-300-8948
A to Z contractors Kris 954-904-5656

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by TOWN in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the TOWN to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By B2B Demolition Inc
John Duncan
(Signature)

INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the Town with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for BID #17-01-367.

CONTRACTOR agrees to release the TOWN from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from TOWN in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the TOWN and the TOWN's elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages,

losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the Town with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the Town are included as a loss payee and that the carrier waives all rights of subrogation against the Town.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the Town of Pembroke Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A. Name of insurance carrier(s)
- B. Effective and expiration dates of policies
- C. Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D. Duplicate Policy or Certification of Insurance stating that the interests of the Town are included as additional insured and specifying the protection/location.

Such insurance shall apply despite any insurance, which the Town may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain, and any subcontractors shall be the sole responsibility of the contractor.

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Bid #23-01

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with ITB #23-01 - 1708 SW 31st Avenue, Pembroke Park, Florida
2. This sworn statement is submitted by B&B Demolition Inc whose business address is 2000 NW 18th St Pompano beach FL 33069

_____ and (if applicable) its Federal Employer Identification No. (FEIN) is 46-2333874 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
3. My name is John Duncan and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

2/10/23
Date

State of

Florida

County of

Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Duncan, who after first being sworn by me, affixed his/her signature
in the space provided above on this 10 day of February, 2023.

Notary Public

Shantay Fitzpatrick



My Commission Expires

DL: D525-469-92-211-0

NON-COLLUSIVE AFFIDAVIT

State of FL

)ss

County of Broward

John Duncan being first duly sworn, deposes and says that:

1. He/she is the

OWNER (Owner, Partner, Officer, Representative or Agent) of

R2R Demolition Inc the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid,

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of

BY: _____

John Duncan
(Printed Name)

OWNER
(Title)

ACKNOWLEDGMENT

State of Florida

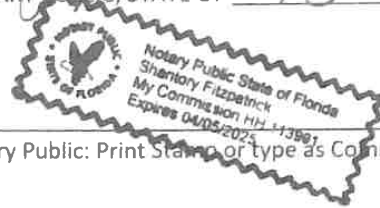
County of Broward

On this the 10 day of February 2023, before me, the undersigned Notary Public of the State of FL, personally appeared John Duncan and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. D: D525 46992 240

Witness my hand and official seal

Shantory Fitzpatrick
NOTARY PUBLIC, STATE OF FL

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print Stamp or type as Commissioned)

- ☐ Personally known to me, or
☒ Produced identification:

D: D525 46992 240
(Type of identification)

☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: ____ Number of Signatures Notarized ____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN

___ INDIVIDUAL ___ SOLE PROPRIETORSHIP ___ PARTNERSHIP X CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 10 day of February, 2023.

By: John Duncan
Signature of Individual

John Duncan
Printed Name of Individual

2000 NW 18th St
Business Address

Pompano Beach FL 33069
Town/State/Zip

786-560-7219
Business Phone Number

Witness

Shanley Fitzpatrick
Witness

State of Florida

County of Broward

On this the 10 day of February, 2023 before me, the undersigned Notary Public of the State of Florida, personally appeared John Duncan and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

Shanley Fitzpatrick
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public, Printed) Shanley Fitzpatrick (Commission Expires) 04/03/2025

☐ Personally known to me, or

☒ Produced identification:

DL: DS25 416992 2110
(Type of identification)

☐ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____

AGREEMENT

THIS IS AN AGREEMENT, dated the 10 day of February, 2023, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of 3150 SW 52nd Avenue, Florida 33023 hereinafter referred to as "TOWN",

and

R2R Demolition Inc., a company authorized to do business in the State of Florida, with a business address 2065 NW 18th St, Pembroke Park, FL 33023 hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The TOWN has heretofore invited bids for a TOWN demolition project ("Project") identified by bid number and project number Bid #17-03--- and commonly referred to as: Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01

WHEREAS, Contractor, in compliance with the bidding requirements announced by the TOWN, submitted a bid on the day of , 20 , for the total bid amount of \$; and

WHEREAS, on the day of , 20 , the TOWN Commission designated CONTRACTOR as having submitted the bid that was most advantageous to the TOWN and authorized the execution of this Contract; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within (30) calendar days as specified in the Notice to Proceed, subject to TOWN approved time extensions.

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this Reference, as if fully set forth herein.

1.1.2 On 2-10-23, the bids were opened at the offices of the Town Clerk.

1.1.3 On 2-16-23 the TOWN awarded the bid to CONTRACTOR and authorized the proper TOWN officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.2 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the provide ~~---~~ "Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01-----", as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "ITB #23-01-----," attached hereto and made a part hereof as Exhibit "A" and CONTRACTOR's response thereto, attached hereto and made a part hereof as Composite Exhibit "B". CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, tools, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the TOWN representatives to discuss the progress of the work, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.8 CONTRACTOR shall:

- 2.8.1 Guarantee all work and materials for a period of one (1) year.
- 2.8.2 Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.
- 2.8.3 Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 2.8.4 Observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.
- 2.8.5 Obtain written approval from the TOWN of all subcontractors not disclosed in the CONTRACTOR's bid document.
- 2.8.6 Perform such other tasks as set forth in the Contract Documents.
- 2.8.7 Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the award of the Project.
- 2.8.8. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 2.8.9. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the TOWN.

2.9 TOWN'S OBLIGATIONS:

- 2.9.1 TOWN shall provide a written Notice to Proceed.
- 2.9.2 Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 2.9.3 On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

2.10 COMMENCEMENT OF WORK

2.10.1 CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within 90 calendar days thereafter.

2.10.2 Time is the essence of the Contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.

2.10.3 CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall perform the demolition of the Property as identified in Exhibit "A" attached hereto and made part hereof, within sixty (60) days of the Town's Issuance of the Notice to Proceed.

3.2 This Agreement may be terminated by the Town at any time before the Notice to Proceed. If this Agreement is canceled in this manner, the CONTRACTOR shall not be entitled to any compensation as a result of this Agreement.

3.3 Termination for Convenience: This Agreement may be terminated by TOWN for convenience after the Notice to Proceed has been issued, upon seven (7) calendar, thirty (30) days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination.

3.4 Default by CONTRACTOR: In addition to all other remedies available to TOWN, this Agreement shall be subject to cancellation by TOWN for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The determination as to whether CONTRACTOR has defaulted is in the sole, exclusive, and unilateral discretion of the Town.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The TOWN hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in [MONTHLY/WEEKLY/BI-WEEKLY] payments for actual services performed for [DESCRIPTION] services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The TOWN shall within thirty (30) days, from the date the Town's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the Town Public Services Director or his or her assignees.

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

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. yellow part to be deleted No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or to the other instances as deemed necessary and executed by the Contractor and Town Representative prior to the start of the change order work. Change orders will not be permitted for conditions that could have been discovered by CONTRACTOR during the pre-bid inspection. The contractor must email the project manager as designated in this Agreement in regard to any concerns that are discovered along with documentation in order to have the Building Inspector visit the job site and confirm any conditions. Once the conditions are confirmed, the Contractor must submit a written request for amendment that includes the item(s) to be changed, cost of materials and cost of labor. The Town will review and if approved, the change order will be executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. The Contractor shall not perform any change order work unless and until the request is signed by the Town. The determination as to whether a condition could have been discovered during the pre-bid inspection shall be in the sole, exclusive, and unilateral discretion of the Town.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6:
RESERVED**

**ARTICLE 7
INDEMNIFICATION**

7.1. CONTRACTOR shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses, and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

7.2. CONTRACTOR shall indemnify TOWN for all loss, damage, expense, or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense, with legal counsel chosen by TOWN, any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

7.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR.

7.4 Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

**ARTICLE 8
INSURANCE**

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident

\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired, and non-owned vehicles.

A. Bodily Injury	
1. Each Occurrence	\$1,000,000
2. Annual Aggregate	\$1,000,000
B. Property Damage	
1. Each Occurrence	\$1,000,000
2. Annual Aggregate	\$1,000,000

8.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its 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. CONTRACTOR 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**ARTICLE 10
INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR 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. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR 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 will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11
UNCONTROLLABLE FORCES**

11.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12
AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

**ARTICLE 13
VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 14
SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide TOWN with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 15
MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and TOWN, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and TOWN with the same formality and equal dignity herewith.

**ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** TOWN reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by TOWN resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to TOWN Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by TOWN by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, TOWN may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay TOWN as liquidated damages, and not as penalty, [WRITTEN AMOUNT] DOLLARS ([NUMERICAL AMOUNT]) for every day of such malfunction. This sum is the agreed upon amount by which TOWN will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies TOWN may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of TOWN, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, TOWN reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to TOWN, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. TOWN shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

- 16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than 15 Days.
- 16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 Remedies in Default. In case of default by CONTRACTOR, TOWN shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

ARTICLE 17 BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 Arbitration. In addition to any other remedy provided hereunder, TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by TOWN. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between TOWN and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by TOWN regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of TOWN to provide adequate maintenance of TOWN's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by TOWN.

18.2.3 Notwithstanding the other provisions in this Section, TOWN reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from TOWN.

ARTICLE 19 MISCELLANEOUS

19.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

19.2 Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable

times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

19.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.

19.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 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. For the present, CONTRACTOR and TOWN designate the following as the respective places for giving of notice:

TOWN Juan Carlos (JC) Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Telephone No. (954) 966-4600

Copy To: Samuel S. Goren, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR TOWN, STATE, & ZIP CODE]

Telephone No. 786-560-7219
Facsimile No. N/A

19.7 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.

19.8 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between TOWN and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

19.12 Waiver. Failure of TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 Attorney's 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, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 Protection of Town Property. At all times during the performance of this Agreement, CONTRACTOR shall protect TOWN's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 Public Records. In order to comply with Florida's public records laws, the CONTRACTOR shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under this Contract.

- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are confidential and/or exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA VANCHER, TOWN CLERK< THE CUSTODIAN OF PUBLIC RECORDS (954)966-4600 – Marlen Martell, Town Clerk, townclerk@tppfl.gov, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

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

ATTEST: TOWN

MARLEN MARTELL
TOWN CLERK

BY: JUAN CARLOS (JC) JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

OFFICE OF THE TOWN ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

R2R Demolition Inc

BY: John Duncan

Print Name: John Duncan

Title: owner

Print Name

Print Name

STATE OF)

) ss:

COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20__.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT A
reserved

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: R2R DEMOLITION INC**Receipt #:** 189-259115
Business Type: ALL OTHER TYPES CONTRACTOR
(DEMOLITION)**Owner Name:** JOHN I DUNCAN JR
Business Location: 2000 NW 18TH ST
POMPANO BEACH
Business Phone: 754-217-1110**Business Opened:** 10/13/2013
State/County/Cert/Reg: 13-D-18604-X
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:R2R DEMOLITION INC
2000 NW 18TH ST
POMPANO BEACH, FL 33069**Receipt #** WWW-22-00000732
Paid 10/04/2022 27.00**2022 - 2023****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: R2R DEMOLITION INC**Receipt #:** 189-259115
Business Type: ALL OTHER TYPES CONTRACTOR
(DEMOLITION)**Owner Name:** JOHN I DUNCAN JR
Business Location: 2000 NW 18TH ST
POMPANO BEACH
Business Phone: 754-217-1110**Business Opened:** 10/13/2013
State/County/Cert/Reg: 13-D-18604-X
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-22-00000732
Paid 10/04/2022 27.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capital & Co Insurance Services 5455 Wilshire Blvd, Suite 1816 Los Angeles, CA 90036 License #: 6002332	CONTACT NAME: Uziel Montoya	
	PHONE (A/C, No, Ext): (310)492-2007 FAX (A/C, No): (310)525-5292	
INSURED R2r Demolition Inc John Duncan 2000 Northwest 18th Street Pompano Beach, FL 33069	E-MAIL ADDRESS: cs@capcoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Obsidian Specialty Insurance Company	16871
	INSURER B: Kemper	10914
	INSURER C: Sutton Specialty Insurance Company	16848
	INSURER D: Kinsale Insurance Company	38920
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 00009406-10717****REVISION NUMBER: 8**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		SCB-GL-000021317	12/06/2022	12/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		509820066810001	12/06/2022	12/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		ISCCX03000000731	02/08/2023	12/06/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability		0100225505-0	02/08/2023	02/08/2024	Aggregate 1,000,000
D	Pollution Liability		0100225505-0	02/08/2023	02/08/2024	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance**CERTIFICATE HOLDER**

Named Insured Verification

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

DUNCAN, JOHN IRA JR

R2R DEMOLITION INC
2000 NW 18TH STREET
POMPANO BEACH FL 33069

LICENSE NUMBER: RB29003809

EXPIRATION DATE: AUGUST 31, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

R2R DEMOLITION INC
2000 NW 18Th STREET
POMPANO BEACH FL 33069
786-560-7219
R2RDEMOLITIONINC@GMAIL.COM
CC# 13-D-18604-X
16B00298

TO WHOM IT MAY CONCERN

BID CLARIFICATION

1 Please provide the Mandatory Pre-Bid signing sheet
ANSWER - it is Attached

2 Please provide any as built of the and or record drawings showing the extend of said building
and concrete slab foundations to be demolished
ANswer it is ATTACHED

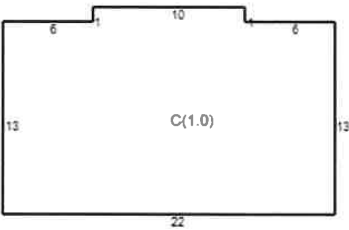
3 ITB states THE TOWN ENCOURAGES THE CONTRACTOR TO RECYCLE AND SALVAGE
AS MUCH BUILDING MATERIAL AS POSSIBLE DURING THIS PROCESS
ANSWER- R2R DEMOLITION INC WILL SALVAGE AND RECYCLE ALL BUILDING
MATERIALS AND WILL GIVE 50% of THE PROFIT FOR RECYCLING OF BUILDING
MATERIAL BACK TO THE CITY FOR A BETTER PRICE FOR THE OWNER

4 Please confirm the town will coordinate with fpl for the power service disconnect
Answer YES CONFIRM

5 ITB Sheet 9 of 39 states ALTERNATE REMOVAL OF ASBESTOS IF FOUND
ANSWER YES CONFIRM PRICE INCLUDES ASBESTOS SURVEY

BCPA Sketch : 514220010093
Building 1 of 1

Code	Description	Long Description
C(1.0)	First Floor	First Floor



Details :

Page : 1
File : 1220-01-0093.xml
Subject information :

Area Summary :

Code	Description	Area	Perimeter	Adj. Area	Adj. Perim	Factor	Stories	Level
C(1.0)	First Floor	296.00	72.00	296.00	72.00	1.00	1.00	1.00

TOWN OF PEMBROKE PARK

ITB # 23-01
DEMOLITION & DISPOSAL - 1708 S.W. 31ST AVENUE
PRE-BID MEETING
JANUARY 27, 2023

COMPANY	CONTACT PERSON	EMAIL	PHONE #
SUNEAGLE GC	Oscar Kieninger	OSCAR@SUNEAGLEG.CM	305 / 970-8972
PRIMO CONSTRUCTION	DARIO DIAZ	DIAZ@PRIMO.CO.OM	954/504-5458
Romy Helton	THUNDER DEMO	info@thunderdemolition.com	305-757-9444
Walton Construction	Demetrius Walker	dwalker@pcconcrete.net	954-549-7019
Meta Contractor Inc	Luther Valiente	meta3836@gmail.com	786 508 7611
R2R Demolition Inc	John Durkan	R2RDemolitionInc@gmail.com	786-560-7219
PARAGON CONSTRUCTION		PARAGON@DISCOUNT.NET	954 292 6776

Site plan and execution

Firstly, we would make sure all trees that are designated for Protection had the tree protection barrier around the so everyone would know the tree is not to be touched. The site will then be fenced in as to protect the public as well as the entities involved in this project. All utilities will be disconnected and or capped by licensed professionals.

Then we would start the Demolition process. Once the demolition is done and the debris and recyclables are separated they will be hauled off the site and disposed of at their respected facility's.

Once the demolition debris is cleared away my team and I will then lay drought weather resistant sod.



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

1708 SW 31st Avenue, Pembroke Park, Florida DEMOLITION & DISPOSAL

The Town of Pembroke Park is seeking to demolish and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022

Sealed proposals will be received by the Town of Pembroke Park until 10:00 a.m. on Friday, February 10, 2023, in the Town Clerk's Office located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023, and opened 10:30 a.m. for 1708 SW 31st Avenue, Pembroke Park, Florida, Demolition & Disposal.

Bid documents may be obtained from the Town of Pembroke Park website at www.tppfl.gov or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Miguel Nunez, Chief Building Official via email at mnunez@tppfl.gov. There is no charge for the documents. The bid documents contain the scope of work.

Due to the nature of this project a mandatory pre-bid has been scheduled for Friday, January 27, 2023, at 9:00 am at the property location.

The Town of Pembroke Park reserves the right to reject any or all bids; to waive any informalities or irregularities in any bid received; to re-advertise for bids; or to take any other such actions that may be deemed to be in the best interest of the Town. The Town anticipates entering into a written contract with the bidder who submits the bid judged by the Town to be the most advantageous, responsible, and most responsive.

Marlen Martell, Town Clerk
January 6, 2023



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

MEMORANDUM NO.: 23-002

DATE: February 14, 2023

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

TO: Juan Carlos (JC) Jimenez, Town Manager

TO: Roy Brown, Finance Director

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

RE: **Demolition and Disposal Services for Unsafe Structure at:
1708 SW 31 Avenue, Pembroke Park, Florida.**

At this time, I would like to request authorization from the commission and the Town Manager to issue the Notice to Proceed (NTP) to the selected contractor noted below for the proposed Demolition and Disposal Services for Unsafe Structure. see below the chart comparison of the provided proposals and attachments.

Ranking	Vendor	Amount (\$)
1	Paragon Construction Unlimited, Inc.	\$59,560.00
2	R2R Demolition Inc.	\$94,500.00

Based in the above chart and the proposed associated amounts, we recommend the selected contractor to be **Paragon Construction Unlimited, Inc.**

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

Respectfully submitted.

Cc: File.

TOWN OF PEMBROKE PARK

ITB # 23-01
DMOLITION & DISPOSAL – 1708 S.W. 31ST AVENUE
PRE-BID MEETING
JANUARY 27, 2023

Page 89 of 89

COMPANY	CONTACT PERSON	EMAIL	PHONE #
SUNEAGLE G.C.	OSCAR FERNANDEZ	OSCAR@SUNEAGLEG.C. com	305 / 970-8972
PRONTO Construction	DARIO DIAZ	DIAZ@PRONTOCD. com	954/504-5458
Ronny Herrera	THUNDER Demo	info@THUNDERdemolition. ca	305-757-9444
Woodburn Construction	Demetrius Walker	dwalker_cpi@comcast.net	954-549-7019
Metro Contractor Inc	Luther Valiente	metro3836@gmail.com	786 508 7611
R2R Demolition Inc	John Duncan	R2RDemolitionInc@gmail.com	786-560-7219
PARAGON CONSTRUCTION		PARAGON@BILLSUNH.NET	954 292 6776

AGENDA ITEM REPORT



To: Town Mayor & Commission
Subject: Code Compliance Report - Jan 2023
Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023
Department: Code
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Compliance Department Detail Report - Jan 2023](#)
[Code Compliance Dept. Report - Jan 2023](#)

JC Jimenez, Town Manager	Status: Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023



Code Compliance Department Report

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

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7446	1/4/2023	131 MARINE LAKE DR, PEMBROKE PARK, FL 33009 482	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand
7756	1/5/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #APT 125	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	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7706	1/5/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #76 W LAKE DR	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property
7787	1/5/2023	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7858	1/5/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7886	1/5/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3006 SW 23 LN	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5039	1/5/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #90	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted
5614	1/5/2023	138 W LAKE SHORE DR, PEMBROKE PARK, FL 33009 257	Sec 5-105. - Repairs and installations Sec. 5-87. - Permit required	Affidavit of Compliance	T. Malcolm	Hand
5635	1/5/2023	5443 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5604	1/5/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (h) 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. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-152. - Registration of system. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5644	1/5/2023	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	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5703	1/5/2023	3615 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (e) Sec 5-103. - Exterior maintenance of structures and premises (g) 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 Sec. 13-2. - Storage of abandoned property in the open prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5808	1/5/2023	102 S KEY DR, PEMBROKE PARK, FL 33009 616	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property
6057	1/5/2023	104 S KEY DR, PEMBROKE PARK, FL 33009 618	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property
6167	1/5/2023	5521 SW 32 CT, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(h). - 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 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6320	1/5/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6324	1/5/2023	2421 SW 25 ST, PEMBROKE PARK, FL 33009 #2422 JOYCE LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	E. Richwagen	Hand
6324	1/5/2023	2421 SW 25 ST, PEMBROKE PARK, FL 33009 #2422 JOYCE LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6362	1/5/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 720	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property
7153	1/6/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #3	Sec. 15-22. - Application.	Notice of Formal Hearing	J. Ramirez	Email
7193	1/9/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Affidavit of Non-Compliance	E. Richwagen	Hand
6185	1/9/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 307	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

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6144	1/10/2023	3115 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec 5-105. - Repairs and installations Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6006	1/10/2023	2050 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs. Sec. 21-23 (a) - Permit 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
5655	1/10/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4426	Sec 5-103. - Exterior maintenance of structures and premises (g) Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Compliance	T. Malcolm	Hand



Code Compliance Department Report

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Town of Pembroke Park
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4882	1/10/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #105 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (o)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4883	1/10/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Carlos Gonzalez 107 Lori Lane	Sec 5-105. - Repairs and installations Sec. 13-2. - Storage of abandoned property in the open prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7531	1/10/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #308	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
7403	1/10/2023	3150 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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Town of Pembroke Park
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7403	1/10/2023	3150 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 27-33. - Maintenance	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7404	1/10/2023	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7404	1/10/2023	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7000	1/10/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2308 CHARLES RD, PEMBROKE PARK,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand
8045	1/10/2023	2250 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Affidavit of Service/Posted to Property



Code Compliance Department Report

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

Town of Pembroke Park
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8051	1/11/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8051	1/11/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7996	1/11/2023	3615 SW 52 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Hand



Code Compliance Department Report

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Town of Pembroke Park
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Pembroke Park, Florida 33023

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7072	1/11/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Affidavit of Non- Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

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7072	1/11/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4941	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec 5-105. - Repairs and installations	Affidavit of Non- Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4941	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec. 12-49. - Storm event debris. Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4942	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Francois Prudhome-119 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	Hand



Code Compliance Department Report

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

Town of Pembroke Park
3150 SW 52 Avenue
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4942	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Francois Prudhome-119 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 Certified Mail
6642	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 4-1. - Running at large; impoundment. Sec. 4-13. - Number of dogs and cats restricted. Sec. 4-14 (a). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-14 (b). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-15. - Nuisances defined; actions constituting a nuisance. Sec. 4-17. - Feeding of wildlife prohibited. Sec. 4-6. - Distance requirement for keeping certain fowl. Sec. 4-7. - Sanitation of pens, etc. Sec. 4-8. - Disposal of manure. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6719	1/11/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #125 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property

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Town of Pembroke Park
3150 SW 52 Avenue
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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6822	1/12/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142/144/146	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property
8072	1/12/2023	4861 SW 26 CT, PEMBROKE PARK, FL 33023 4-7	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8073	1/12/2023	4873 SW 25 CT, PEMBROKE PARK, FL 33023 7A-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8074	1/12/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #341 LONE PINE LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
7974	1/13/2023	3700 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec. 13-4. - Procedure for abandoned property located on public property.	Affidavit of Compliance	E. Richwagen	Hand
7832	1/13/2023	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec. 11-42(a) - Disposal of solid waste restricted	Affidavit of Compliance	J. Ramirez	Hand
6955	1/13/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2649 S Park Rd, Pembroke Park, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand



Code Compliance Department Report

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7196	1/17/2023	5520 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Affidavit of Compliance	J. Ramirez	Regular Mail
8076	1/17/2023	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 Violation	J. Ramirez	Regular Mail
5680	1/17/2023	SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Ramirez	Hand



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Town of Pembroke Park
3150 SW 52 Avenue
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5375	1/17/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 #220	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. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	J. Ramirez	Regular Mail
7965	1/18/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #86 W Lake Dr	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
8082	1/19/2023	3160 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8079	1/19/2023	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5210	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-33. - Maintenance	Notice of Violation	J. Ramirez	Regular Mail
1179	1/19/2023	3160 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 13-1. - Definitions	Affidavit of Compliance	J. Ramirez	
1180	1/19/2023	3160 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 13-1. - Definitions	Affidavit of Compliance	J. Ramirez	
6537	1/19/2023	2830 S PARK RD, PEMBROKE PARK, FL 33009 #2830 S Park Rd, Unit C	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Hand



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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5703	1/20/2023	3615 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (e) Sec 5-103. - Exterior maintenance of structures and premises (g) 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 Sec. 13-2. - Storage of abandoned property in the open prohibited	Affidavit of Compliance	J. Ramirez	Hand
6353	1/23/2023	3150 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 14	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
4886	1/23/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Between Lot 221 & 223	Sec. 27-73 - Permit required for cutting down, destroying, removing trees; exceptions.	Notice of Formal Hearing	J. Ramirez	Hand
5543	1/23/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3100 SW 24 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Hand
7127	1/23/2023	4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail



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7756	1/25/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #APT 125	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 Compliance	J. Ramirez	
8095	1/25/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Ramirez	Hand
8096	1/25/2023	SW 27 ST, PEMBROKE PARK, FL 33009 #2649 S Park Lane, Pembroke Park, FL	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Hand
8107	1/26/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #119 LONE PINE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8108	1/26/2023	4000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 27-42. - Specific roadway landscape species standards.	Notice of Violation	J. Ramirez	Regular Mail

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8109	1/26/2023	3841 SW 52 AVE, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-104. - Determination of need for correction Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8110	1/26/2023	2720 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
7756	1/26/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #APT 125	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 Compliance	J. Ramirez	Hand
7182	1/26/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7122	1/26/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	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. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5527	1/26/2023	2665 S PARK RD, PEMBROKE PARK, FL 33009 #2681 S. Park	Sec. 15-152. - Registration of system.	Affidavit of Compliance	J. Ramirez	Hand



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5869	1/26/2023	2910 SW 30 AVE, PEMBROKE PARK, FL 33009 #1	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand
5999	1/26/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #115 David Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Affidavit of Compliance	J. Ramirez	Hand
6157	1/26/2023	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 28-346 (a) - Portable storage units Sec. 28-346 (c)(1) - Portable storage units Sec. 28-346 (f) - Portable storage units Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Hand
6183	1/26/2023	3900 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand
4883	1/26/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Carlos Gonzalez 107 Lori Lane	Sec 5-105. - Repairs and installations Sec. 13-2. - Storage of abandoned property in the open prohibited	Final Order	J. Ramirez	Certified Mail
4882	1/26/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #105 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (o)	Final Order	J. Ramirez	Certified Mail Hand



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6185	1/26/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 307	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Amended Final Order	J. Ramirez	Certified Mail Hand
6006	1/26/2023	2050 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs. Sec. 21-23 (a) - Permit Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Amended Final Order	J. Ramirez	Certified Mail Hand
7072	1/26/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail Hand



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6320	1/26/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	J. Ramirez	Certified Mail
8051	1/26/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
6324	1/26/2023	2421 SW 25 ST, PEMBROKE PARK, FL 33009 #2422 JOYCE LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	J. Ramirez	Certified Mail
6362	1/26/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 720	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail
7706	1/26/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #76 W LAKE DR	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail
7756	1/26/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #APT 125	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.	Final Order	J. Ramirez	Certified Mail Hand
7787	1/26/2023	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail



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7858	1/26/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
7886	1/26/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3006 SW 23 LN	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	J. Ramirez	Certified Mail Hand



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5604	1/26/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (h) 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. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-152. - Registration of system. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
5644	1/26/2023	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	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail



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5635	1/27/2023	5443 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5541	1/27/2023	1751 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Ramirez	Regular Mail
5549	1/27/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5549	1/27/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

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5471	1/27/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 15-22. - Application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5511	1/27/2023	3375 SW 24 ST, PEMBROKE PARK, FL 33023 #2500 SW 32 AVE , Unit 1-2	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)	Affidavit of Compliance	J. Ramirez	Hand



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5520	1/27/2023	1806 SW 31 AVE, PEMBROKE PARK, FL 33009 #1808 SW 31 AVE	Sec. 28-215. - Restricted area of use Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance. Sec. 13-4. - Procedure for abandoned property located on public property. Sec. 15-180. - Sanctions for violation or noncompliance. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly.	Affidavit of Compliance	J. Ramirez	Hand
5522	1/27/2023	3031 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 27-40. - Sight distance for landscaping adjacent to public rights-of-way and points of access.	Affidavit of Compliance	J. Ramirez	Hand
6719	1/27/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #125 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand



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6642	1/27/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 4-1. - Running at large; impoundment. Sec. 4-13. - Number of dogs and cats restricted. Sec. 4-14 (a). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-14 (b). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-15. - Nuisances defined; actions constituting a nuisance. Sec. 4-17. - Feeding of wildlife prohibited. Sec. 4-6. - Distance requirement for keeping certain fowl. Sec. 4-7. - Sanitation of pens, etc. Sec. 4-8. - Disposal of manure. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Hand
7122	1/27/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	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. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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7182	1/27/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Affidavit of Non- Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8079	1/27/2023	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5210	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8076	1/27/2023	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
5635	1/27/2023	5443 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
5039	1/27/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #90	Sec 5-105. - Repairs and installations	Abate Order	J. Ramirez	Certified Mail Hand



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5703	1/27/2023	3615 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (e) Sec 5-103. - Exterior maintenance of structures and premises (g) 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 Sec. 13-2. - Storage of abandoned property in the open prohibited	Abate Order	J. Ramirez	Certified Mail
6719	1/27/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #125 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Order of Dismissal	J. Ramirez	Certified Mail Hand



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6642	1/27/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 4-1. - Running at large; impoundment. Sec. 4-13. - Number of dogs and cats restricted. Sec. 4-14 (a). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-14 (b). - Duty of owner, custodian or person in control of animal: feces removal. Sec. 4-15. - Nuisances defined; actions constituting a nuisance. Sec. 4-17. - Feeding of wildlife prohibited. Sec. 4-6. - Distance requirement for keeping certain fowl. Sec. 4-7. - Sanitation of pens, etc. Sec. 4-8. - Disposal of manure. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Order of Dismissal	J. Ramirez	Certified Mail Hand
6537	1/27/2023	2830 S PARK RD, PEMBROKE PARK, FL 33009 #2830 S Park Rd, Unit C	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Amended Final Order	J. Ramirez	Certified Mail Hand
5543	1/27/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3100 SW 24 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Amended Final Order	J. Ramirez	Certified Mail Hand



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6822	1/27/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142/144/146	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Abate Order	J.Ramirez	Certified Mail
4886	1/27/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Between Lot 221 & 223	Sec. 27-73 - Permit required for cutting down, destroying, removing trees; exceptions.	Abate Order	J.Ramirez	Certified Mail
6014	1/30/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #34 W LAKE CT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8132	1/30/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #151 W lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8145	1/31/2023	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Certified Mail

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Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8145	1/31/2023	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8147	1/31/2023	2991 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Certified Mail



Code Compliance Department Report

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

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8147	1/31/2023	2991 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7390	1/31/2023	2035 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-28. - Display. 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 Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5672	1/31/2023	3860 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3876-3880 Pembroke Park, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5672	1/31/2023	3860 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3876-3880 Pembroke Park, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

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

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

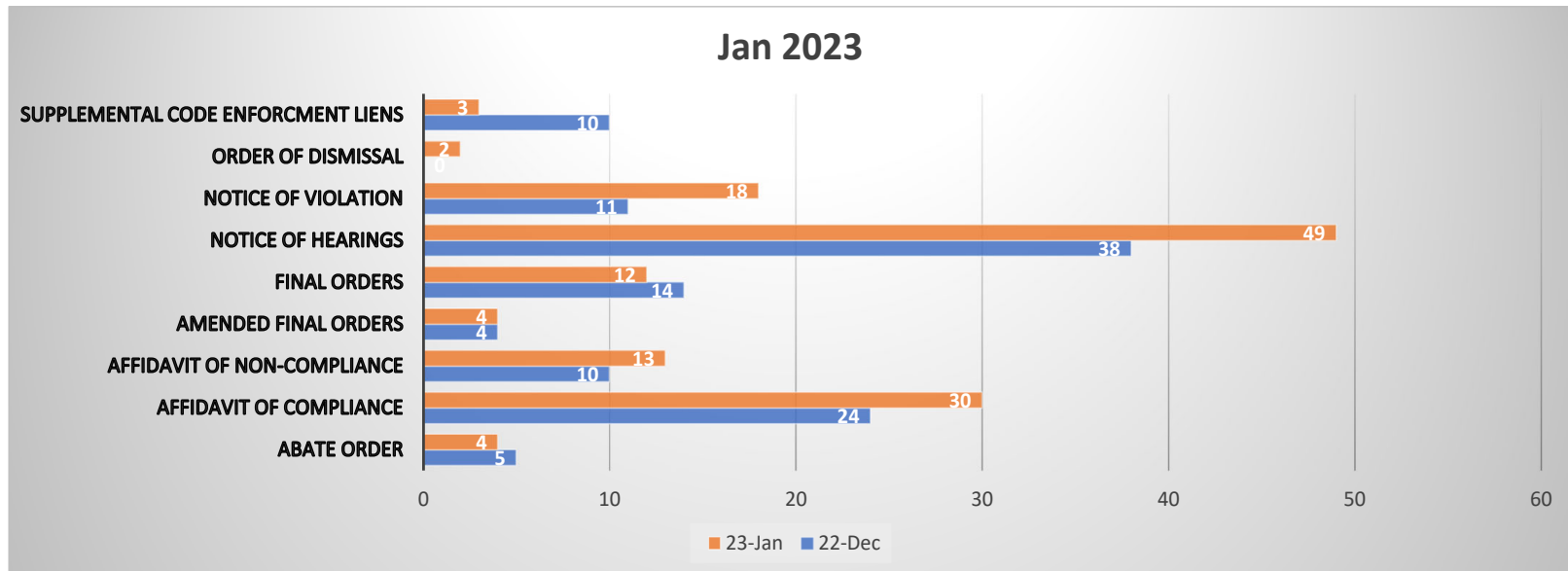
Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6541	1/31/2023	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 27-33. - Maintenance Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 15-175. - Certificate of use requirements. Sec. 21-19. - Prohibited signs. 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. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6545	1/31/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #123 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
6545	1/31/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #123 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property
6536	1/31/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property
6536	1/31/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property

Summary	
Abate Order	4
Affidavit of Compliance	30
Affidavit of Non-Compliance	13
Amended Final Order	4
Final Order	12
Notice of Formal Hearing	49
Notice of Violation	18
Order of Dismissal	2
Supplemental Order/Claim of	3
Total	135



Code Enforcement Department Monthly Report January 2023

Chief Code Enforcement Officer Joseline Ramirez



Summary of Detail Report

Special Magistrate Past & Upcoming Dates

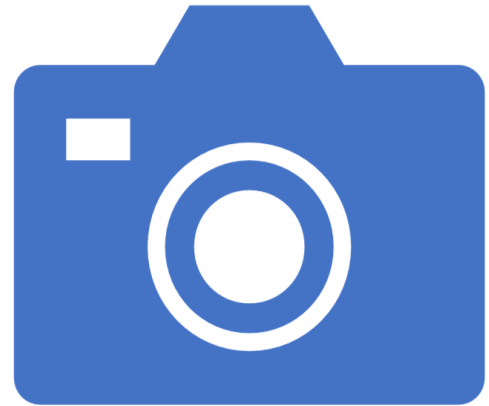
1. Jan 25, 2023 - Executed
 18 Formal Hearings
 7 Hearings to Confirm Fine
 4 Hearings to Abate Fine
 5 Hearings to Extend Time
 2 Hearing to Dismiss
 Total: 36 Cases

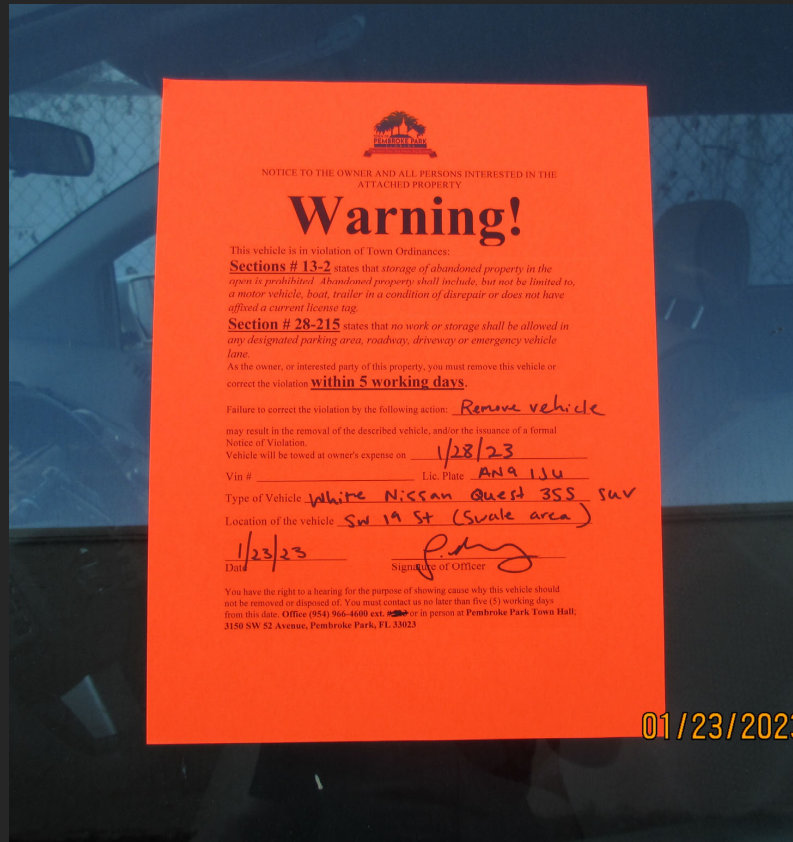
2. Feb 15, 2023 – Scheduled



This Photo by Unknown Author is licensed under CC BY-NC

Compliance: Before & After Photos







06/23012 John P Lyons Lane







La Estancia Town Homes - Before





La Estancia Town Homes - After



4350 W HBB - Before





4350 W HBB - After





Questions

AGENDA ITEM REPORT



To: Commission
Subject: Revenue and Expenditure Report
Meeting: WORKSHOP MEETING - PUBLIC NOTICE - Feb 22 2023
Department: Finance
Staff Contact: Roy Brown, Finance & Budget Director

BACKGROUND INFORMATION:

Revenue and Expenditures to date

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

[Financial Reporting through February 17](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Pending
Pending



TOWN OF PEMBROKE PARK

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



Dear Honorable Mayor and Commission and Town Manager,

This report captures financials from October 1, 2022, through February 17, 2023.

GENERAL FUND

Since the beginning of the Fiscal Year, the General Fund collected \$7,911,993 in revenue; this represents 58% of projected revenue collected.

- Ad-Valorem Taxes are on target at 88%
- Other Taxes are in at an average of 29%
- Licenses and Permits are in at 27%
- Intergovernmental Revenues are in at 4%
- Charges for Services are in at 36%
- Fines and Forfeitures collections are in at 4%

Revenue Category	2023 Budget	2023 Actuals	Balance	% RCVD
Revenue:				
Ad Valorem Taxes - Operating	\$ 7,638,189.05	\$ 6,724,850.88	\$ 913,338.17	88%
Sales and Use Tax	\$ 446,036.00	\$ 123,983.69	\$ 322,052.31	28%
Franchise Fees	\$ 941,250.00	\$ 296,057.35	\$ 645,192.65	31%
Utility Service Taxes	\$ 1,199,531.00	\$ 344,459.18	\$ 855,071.82	29%
Communications Services Tax	\$ 140,000.00	\$ 38,708.87	\$ 101,291.13	28%
License and Permits	\$ 482,400.00	\$ 129,824.54	\$ 352,575.46	27%
Intergovernmental	\$ 1,366,064.00	\$ 59,713.01	\$ 1,306,350.99	4%
Charges For Services	\$ 445,500.00	\$ 160,206.08	\$ 285,293.92	36%
Fines and Forfeitures	\$ 833,305.00	\$ 34,189.15	\$ 799,115.85	4%
Miscellaneous & Other	\$ 136,480.00	\$ -	\$ 136,480.00	0%
Total Revenues	\$ 13,628,755.05	\$ 7,911,992.75	\$ 5,716,762.30	58%

General Fund expenditures come in at \$4,919,242 which represents 36% of budgeted expenses. Expenditures are on target relative to where we are this time of year. Currently, revenues are over expenditures by \$2,992,751.

- Legal expenses are above 40% because of the payout for the previous Town Attorney.
- Police expenses are above 40% due to the purchase of vehicles and capital equipment.
- Planning expenses are only 13% due to the vacant planner position.
- Mayor and Commission expenses are only 20% because the assistant to commission position has been vacant for the majority of the year.

Prepared by Budget and Finance Director – Roy Brown

Page 2 of 4



TOWN OF PEMBROKE PARK

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



Expenditure Category	2023 Budget	2023 Actuals	Balance	% Used
Expenditures:				
Mayor & Commission	\$ 514,976.00	\$ 105,113.50	\$ 409,862.50	20%
Administration	\$ 950,332.36	\$ 289,293.34	\$ 661,039.02	30%
Finance	\$ 457,609.00	\$ 149,964.86	\$ 307,644.14	33%
Legal	\$ 424,523.00	\$ 183,493.81	\$ 241,029.19	43%
Planning	\$ 284,556.16	\$ 36,223.15	\$ 248,333.01	13%
Information Technology	\$ 442,421.00	\$ 144,501.31	\$ 297,919.69	33%
Non-Departmental	\$ 1,938,712.00	\$ 355,043.54	\$ 1,583,668.46	18%
Police	\$ 3,441,976.00	\$ 1,573,915.00	\$ 1,868,061.00	46%
Fire	\$ 3,847,980.00	\$ 1,603,325.00	\$ 2,244,655.00	42%
Roads & Streets	\$ 572,632.00	\$ 183,552.85	\$ 389,079.15	32%
Code Compliance	\$ 313,729.00	\$ 107,841.07	\$ 205,887.93	34%
Parks & Recreation	\$ 439,308.00	\$ 186,974.83	\$ 252,333.17	43%
Total Expenditures	\$ 13,628,754.52	\$ 4,919,242.26	\$ 8,709,512.26	36%

BUILDING FUND

The Building Fund to date has collected 41% of projected revenue for a total of \$359,558. Of the amount collected so far, 97% is primarily due to licenses and permits.

Revenue Category	2023 Budget	2023 Actuals	Balance	% RCVD
License and Permits	\$ 845,154.00	\$ 349,057.00	\$ 496,097.00	41%
Charges For Services	\$ 39,400.00	\$ 10,501.00	\$ 28,899.00	27%
Fines and Forfeitures	\$ -	\$ -	\$ -	#DIV/0!
Other	\$ -	\$ -	\$ -	#DIV/0!
Total Revenues	\$ 884,554.00	\$ 359,558.00	\$ 524,996.00	41%

Building Fund expenditures are at \$256,703, or 29%. Building revenues are over expenses by \$102,844.

Expenditure Category	2023 Budget	2023 Actuals	Balance	% Used
Personnel Expenses	\$ 547,338.00	\$ 162,322.00	\$ 385,016.00	30%
Operating Expenses	\$ 316,688.00	\$ 93,722.00	\$ 222,966.00	30%
Capital Expenses	\$ 20,528.00	\$ 659.00	\$ 19,869.00	3%
Total Expenditures	\$ 884,554.00	\$ 256,703.00	\$ 1,181,746.00	29%

Prepared by Budget and Finance Director – Roy Brown

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TOWN OF PEMBROKE PARK

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



SEWER FUND

The Sewer Fund has collected \$701,006 of projected revenue which represents 24%. Charges for services or the direct user fees paid by consumers represent 98% of collected revenue.

Revenue Category	2023 Budget	2023 Actuals	Balance	% RCVD
Charges For Services	\$ 2,825,000.00	\$ 690,409.00	\$ 2,134,591.00	24%
Other	\$ 42,000.00	\$ 10,597.00	\$ 31,403.00	25%
Total Revenues	\$ 2,867,000.00	\$ 701,006.00	\$ 2,165,994.00	24%

Sewer expenses are at 32% or \$926,205. Sewer revenues are less than expenditures by \$225,199.

Expenditure Category	2023 Budget	2023 Actuals	Balance	% Used
Personnel Expenses	\$ 408,566.00	\$ 116,367.00	\$ 292,199.00	28%
Operating Expenses	\$ 2,408,434.00	\$ 608,798.00	\$ 1,799,636.00	25%
Capital Expenses	\$ 50,000.00	\$ 201,040.00	\$ (151,040.00)	402%
Total Expenditures	\$ 2,867,000.00	\$ 926,205.00	\$ 6,272,783.00	32%

STORMWATER FUND

The Stormwater Fund collected \$363,480 in revenue; the majority of which came from charges for services.

Revenue Category	2023 Budget	2023 Actuals	Balance	% RCVD
Intergovernmental	\$ 987,906.00	\$ -	\$ 987,906.00	0%
Charges For Services	\$ 1,435,135.00	\$ 351,370.00	\$ 1,083,765.00	24%
Other	\$ 118,000.00	\$ 12,110.00	\$ 105,890.00	10%
Total Revenues	\$ 2,541,041.00	\$ 363,480.00	\$ 2,177,561.00	14%

Stormwater expenses come in at 8% or \$206,093. Stormwater revenues are over expenditures by \$157,387.

Expenditure Category	2023 Budget	2023 Actuals	Balance	% Used
Personnel Expenses	\$ 254,374.00	\$ 60,047.00	\$ 194,327.00	24%
Operating Expenses	\$ 933,990.00	\$ 76,996.00	\$ 856,994.00	8%
Capital Expenses	\$ 1,352,677.00	\$ 69,050.00	\$ 1,283,627.00	5%
Total Expenditures	\$ 2,541,041.00	\$ 206,093.00	\$ 6,690,070.00	8%

Collectively, The Town of Pembroke Park collected \$9,336,037 in revenue. The Town's expenditures are \$6,308,243.

Prepared by Budget and Finance Director – Roy Brown

Page 4 of 4

AGENDA ITEM REPORT



To: Commission
Subject: ARPA Funds Update
Meeting: WORKSHOP MEETING - PUBLIC NOTICE - Feb 22 2023
Department: Finance
Staff Contact: Roy Brown, Finance & Budget Director

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

[TPP - ARPA DrawDown](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Pending
Pending

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software (\$25,000) and CSA Funding (\$220,000 for the first year - the Town absorbs the following years.)

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (08/2022)								
Type	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	\$ 6,923.28	2,305.66	529.63	1,896.89				11,655.46
Bill Gordan	\$ 7,307.80	1,896.10	559.05	2,003.90				11,766.85
Marc Tallentire	\$ 7,204.19	2,186.10	551.12	1,975.07				11,916.48
Wendy Morse	\$ 962.04	-	73.60	249.07				1,284.71
Rashana Donovan	\$ 2,500.04	-	191.25	695.76				3,387.05
							Total Pay Through 08/2022	40,010.55
Remainder of Year (09/30/2022) Pay for Officers								
Type	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	5,796.00	1,670.00	443.39	1,829.80				9,739.19
Bill Gordan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Marc Tallentire	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Rashana Donovan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
							Total Pay 08/2022 - 09/2022	38,844.00
Other Operational Spending through 09/30/2022								
Hazard Pay for 6 FTEs	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program							4,036.85	4,036.85
2022 Ford Interceptor					Sam Galloway	1	39,937.50	39,937.50
2022 Ford Maverick					Garber Ford	1	21,016.00	21,016.00
2022 Ford F-150					Garber Ford	2	43,877.50	87,755.00
2022 Ford Interceptors					Garber Ford	5	44,787.50	223,937.50
2022 Ford F-150					Design Graphic (UpFit)	2	740.00	1,480.00
2022 Ford Interceptors					Design Graphic (UpFit)	5	589.00	2,945.00
							Total Paid (Operations)	399,041.85
Community Service Aide Program								220,000.00
Body Camera Software								25,000.00
							Voted by Commission	245,000.00
							ARPA Used Salaries	78,854.54
							ARPA Operations Funded	399,041.85
							Amount Remaining From ARPA	\$ 2,657,364.61

AGENDA ITEM REPORT



To:

Subject: Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Cell Phone Policy - Pembroke Park \(00553150xC4B6A\) \(002\)](#)

Babette Friedman, HR Director

JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Feb 14 2023

Approved - Feb 16 2023

Approved - Feb 16 2023



TOWN OF PEMBROKE PARK

Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

Approved By: _____ Date Approved: _____
EFFECTIVE DATE #: March 8, 2023 UPDATED: March 8, 2023

The Town has determined that the use of cell (mobile) phones contributes to the overall effectiveness of conducting the public's business. The purpose of this policy is to provide efficient and consistent standards and procedures for the use and maintenance of cell phones by Employees of the Town to whom a cell phone has been issued, and to provide effective organizational communication and cost management associated with acquiring and operating cell phones. In addition, this policy provides the appropriate procedures to archive and make appropriately accessible public records of text message communications made or received in connection with Town business. Please note that for personal cell phones not issued by the Town, text message communications made or received in connection with Town business are also subject to public records disclosure.

SETUP OF CELL PHONES:

The Town's Information Technology (IT) division is responsible for assisting in the initial setup of the Town cell phone. IT provides technical assistance in setting up and maintaining cell phones. IT is responsible for the identification, acquisition and implementation of communication and information technologies that securely capture public records, including but not limited to text messages, which are made or received in connection with Town business, for retention in compliance with all applicable laws and Town policy. IT is responsible for establishing a Town standard platform for public record storage to ensure compliance with records retention requirements.

POLICY FOR EMPLOYEE USE:

Each Employee who is assigned a Town cell phone, or who chooses to use a personal cell phone to communicate regarding work-related matters, is required to follow this policy.

- A. The use of cell phones should never interfere with an employee's attention to duty and should never be used when engaged in safety-sensitive functions requiring the employee's full attention.
- B. Employees should limit the use of personally owned cell phones and telephone

calls, in frequency and duration, to the greatest extent possible during hours of employment. This includes incoming as well as outgoing telephone calls. Personal calls should not interfere with an employee's duties and should not impact an employee's productivity.

- C. Regardless of whether a Town-issued cell phone or personal cell phone is being used for public or incidental personal purposes, Employees shall not initiate a cell phone call while they are driving a Town-owned motor vehicle or operating Town-owned equipment. Employees who receive a cell phone call while driving a Town-owned motor vehicle or operating Town-owned equipment are required to stop the vehicle/equipment in a safe location so that communication is held while the vehicle is stopped. The use of "hands free" technology is the only acceptable method for initiating and receiving calls, but user must still ensure it does not interfere with the safe operation of the vehicle or equipment. This section shall not apply to Employees who are passengers in a motor vehicle.
- D. The use of cell phones to send text messages, check email, or browse the internet while driving is prohibited.
- E. Unauthorized or inappropriate use of Town cell phones may result in: loss of cell phone privileges; disciplinary or adverse action; or being held personally liable for any costs associated with the inappropriate use.

TOWN CELL PHONES

- A. Upon recommendation from Department Head, the Town Manager may authorize an Employee to receive a Town cell phone based upon an Employee's job responsibilities.
- B. Employees are responsible for the safekeeping, maintenance, and care of the cell phone and are required to take appropriate precautions to prevent loss, theft, damage, and unauthorized access to the cell phones. Employees will be financially responsible for any loss, theft, or damage to a Town-issued cell phone, unless the theft or loss was caused by circumstances beyond the control of the employee during the performance of the employee's assigned duties. Financial responsibility may include repair or replacement of the Town-issued cell phone. Loss, theft, or damage of a Town-issued cell phone must be immediately reported to the employee's supervisor and IT. If lost or stolen, IT will immediately notify the telephone carrier/service provider so that service to the cell phone may be suspended or deactivated to avoid unauthorized use of the service. In the case of loss or theft, the employee must obtain a police report and the police report must be submitted to Human Resources within forty-eight (48) hours of the incident..
- C. Reasonable precautions should also be made to prevent equipment theft and vandalism.
- D. An Employee must surrender the assigned cell phone upon request by the Employee's supervisor, Department Head, or Town Manager.

- E. The Town reserves the right to review, audit, and inspect Town-issued cell phone records at any time, with or without notice.
- F. The use of Tik-Tok is prohibited on Town-issued devices. Facebook, Instagram, LinkedIn and other social media sites are to be used for Town-business purposes only.
- G. When an employee separates from employment with the Town, IT will be responsible for:
 - Retrieving from the employee the Town-issued cell phone and all related accessories including, but not limited to, chargers;
 - Inspecting the cell phone for any damage, to try to ensure that it is in proper working order;
 - Ensuring that the final cellular telephone bill is reviewed for any personal use for which the Town may be due reimbursement by the employee pursuant to this Policy.

In the event an employee fails to return a Town-issued cell phone upon separation from employment with the Town, the Town may withhold funds from the employee's final paycheck to the extent permitted by law, in an amount which covers the cost of the cell phone.

ARCHIVAL POLICY

- A. In the course of conducting ordinary business, Town officials and Employees may use electronic messaging technologies, such as text messages and instant messaging, to communicate. The Florida Attorney General has opined that such messages are public records under Chapter 119 of Florida Statutes. Consequently, the Town needs to accurately capture, store, and make appropriately accessible electronic and text messaging records.
- B. Users of Town-issued devices must opt in to the Town's Archive Text Service Provider (currently Smarsh).
- C. Town-issued devices must be compatible with the Town's standard platform for text messaging communication and records retention.
- D. Employees must send business related text messages through the Town's standard platform to ensure its retention, whether such messages are sent or received on a Town-issued phone or a personal phone.
- E. If there is a critical public safety or other critical operational need that requires the use of a communications device that is not supported by the Town's standard platform, and such use is approved by the Town Manager and Department Head, then the user of such device is personally responsible for compliance with the public records law and retention schedules with respect to the use of such device and retention of text messages. Employee may meet this requirement by

forwarding the text messages to their Town e-mail address.

- F. Employees who use personal equipment for text messaging communication related to official Town business are personally responsible for compliance with the public records law and retention schedules with respect to the use of such device and retention of text messages. Employee may meet this requirement by forwarding the text messages to their Town e-mail address.
- G. Employees who violate any part of this policy; who fail to properly preserve electronic communications and text messages; or who intentionally delete electronic communications, text messages, or public record information from cell phones, will be subject to discipline, up to and including termination.

Juan Carlos (JC) Jimenez, Town Manager

Date

AGENDA ITEM REPORT



To:

Subject: Investigation Procedures

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Investigations Policy Final](#)

	Status:
Babette Friedman, HR Director	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK

Investigation Procedures

Approved by: _____

Date Approved: _____

Effective Date: March 8, 2023

Last Updated: March 8, 2023

PURPOSE

The purpose of this policy is to establish procedures for conducting investigations when a complaint is made about anyone who receives remuneration from the Town. If a complaint is made about a Town employee, it will be investigated internally by Human Resources. If a complaint is made about the Town Manager, Town Attorney, Human Resources Director, or Town Commission, the Town will obtain an outside investigator to investigate the complaint. Depending on the nature of the complaint, investigations of Town employees may also be conducted by an outside investigator.

OBJECTIVE

The Town of Pembroke Park strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The Town seeks to create an environment characterized by mutual trust and the absence of intimidation. The Town of Pembroke Park will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and through education of employees, The Town of Pembroke Park seeks to prevent, correct, and discipline behavior that violates any Town, State, or Federal policy, procedure, rule, or regulation.

All employees, regardless of their position, are covered by and required to comply with all Town policies and to take appropriate measures to ensure that prohibited conduct does not occur. Disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Employees who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to Human Resources (HR), are in violation of this policy and are subject to discipline. Malicious or false allegations may result in disciplinary action.

RETALIATION

The Town has a zero-tolerance policy with regard to retaliation. This applies to everyone, whether a Town employee, Manager, Human Resources Director, Attorney, or Commission

{00552135.2 3399-0000023 }

member initiates a complaint, or the person is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the Town's investigation, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to discipline, up to and including termination from employment. If an individual believes that they are being retaliated against in violation of this policy, the individual must report the retaliation to Human Resources immediately. If someone from Human Resources is retaliating against an individual, the individual must report the retaliation to the Town Manager immediately.

CONFIDENTIALITY

A complaint of misconduct filed with the Town against a Town employee, and all information obtained pursuant to an investigation by the Town of the complaint of misconduct, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the Town provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the Town has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or file charges.

This section also means that all witnesses and all employees must maintain confidentiality about the investigation, before, during, and after their interviews with investigators. Employees and individuals are prohibited from discussing an ongoing investigation or discussing their interviews related to an investigation. Failure to maintain confidentiality during an ongoing investigation is subject to disciplinary action, up to and including termination.

INTERFERENCE/INTIMIDATION

Employees and individuals are prohibited from interfering with an investigation. Employees and individuals are prohibited from intimidating or questioning victims, witnesses, complainants, or anyone involved in an investigation. There is a wide scope of behavior that can be considered interference or intimidation. The Town Manager will determine whether interference or intimidation during an ongoing investigation has occurred. Violating the above policies regarding Retaliation and Confidentiality is regarded as interfering with an investigation.

COMPLAINT PROCEDURE

Employees are required to cooperate fully with and assist in all investigations if requested to do so. Employees are required to provide honest and truthful information. Refusal to cooperate in an investigation, providing dishonest or false information in an investigation, or retaliating against any employee who participates in an investigation, may result in disciplinary action, up to and including termination of employment. Where circumstances warrant, the Town Manager may place an employee on administrative leave with pay, pending the completion of an investigation.

When a formal complaint is filed, the initial complaint will be reviewed by the Town Manager, Town Attorney, and Human Resources Director. Once reviewed, the committee will determine whether an investigation is necessary in order to address the employee's complaint.

The procedure for the making and investigating all complaints is as follows:

Step 1: Any Employee who observes misconduct or believes they are the recipient of misconduct may request a meeting, within ten (10) working days of the occurrence, with the Human Resources Director to discuss the Employee's complaint. The Human Resources Director will also receive complaints from any non-employee who observes a Town employee engaging in potential misconduct.

Meetings with Human Resources to discuss complaints will be on an informal basis; however, a written record of the meeting will be made. The individual should provide Human Resources with any documents or information which support the individual's complaint. The Human Resources Director will review the complaint with the Town Manager and Town attorney (the committee) to determine whether an investigation is necessary to address the individual's complaint.

If the committee determines that an investigation is appropriate the Human Resources director will investigate the complaint. Interviews conducted during an investigation will be audio recorded. Human Resources will issue a written statement of findings, typically within thirty (30) working days of the initial meeting with the complainant. Investigations may extend beyond thirty (30) working days depending on the nature and scope of the investigation.

Step 2: In the event that an Employee who filed a complaint is not satisfied with the decision of the Human Resources Director, the Employee may prepare written objections to the Human Resources Director's decision, which must be submitted within ten (10) working days of the date of the decision. The objections must be delivered to the Town Manager who will schedule a meeting with the Employee within ten (10) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present any relevant documents and information which supports the Employee's objections. This meeting will be audio recorded. Following this meeting, the Town Manager will further investigate the matter and issue a written statement of findings to the complainant, within ten (10) working days. The decision of the Town Manager is final.

INVESTIGATION PROCEDURE

A. At a minimum, the investigation must include interviews of the complainant, the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town will maintain the confidentiality of the complainant unless disclosure is required by law, by agreement, or is necessary to complete a thorough investigation;

B. If the complaint is sustained, a copy of the investigative summary report and the resulting corrective action will be immediately placed in the offending Employee's personnel file. All investigative supporting documents must be retained in the investigative file in accordance with state public records retention requirements;

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C. The Human Resources Director will send, by certified mail or hand delivery, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the Town Manager on the date of issuance of the report; and

D. If, during the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, will verification of the retaliation, will recommend, and the Town Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es). The determination of the appropriate type of interim relief is in the sole and exclusive discretion of the Town Manager.

PENALTIES AND DISCIPLINE

Any Employee determined to have violated this policy or any Town, State, or Federal policy, procedure, rule, or regulation, will be subject to discipline, up to and including the termination of the Employee's employment from the Town.

Juan Carlos (JC) Jimenez, Town Manager

Date

AGENDA ITEM REPORT



To: Police Department
Subject: Upgrade Fiber for Police Department
Meeting: 03 22 2023 WORKSHOP COMMISSION MEETING - Mar 22 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

FINANCIAL IMPACT:

This is a budgeted item. This will save the Town Money, and upgrade the speed of the internet.

RECOMMENDATION:

Upgrade to the higher speed

ATTACHMENTS:

[Town of Pembroke Park - Town - POLICE- 500Mbps - Feb 2023](#)

	Status:
Roy Brown, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE



2/7/2023

Town of Pembroke Park

Fiber.CrownCastle.com

Salesperson	Salesperson Contact #	Salesperson Email Address	Sales Engineer	Delivery Interval	Payment Terms	Expedite Fees
Michael Gil	786-506-6110	Michael.Gil@crowncastle.com	Lisa Moran	30-45	1 Month in	TBD

CIR	Description	Service Location	Typ	Term	MRC	NRC
500Mbps	DIA	3150 SW 52nd Ave, Hollywood, FL 33023	DIA	36	\$549.11	Waived
	/29 IP Block	GSA Contract				

Technical Notes:

/29 IP addresses Included in this pricing - Approximate install time frame 120-150 days

Customer provided Router or Firewall is required to terminate provider DIA or Ethernet Service.

Pricing includes dedicated symmetrical bandwidth and with 99.99% Uptime SLA

Service is provisioned over 1000m port; Cat5e, SMF or MMF handoff options available

Must have router or firewall

Terms & Conditions

Customer is responsible for providing conduit access from property line to building suite along with rack space and power at no cost to provider. Customer router is required to terminate provider DIA service.

Pricing Considerations

1. This quote is valid for thirty (30) calendar days.
2. Pricing and availability is contingent upon final site survey and Engineering approval.
3. Any change to technical specifications or other service requirements not noted above make this price quote null and void.
4. Pricing does not include any Type II, cross-connect or on-net building backhaul charges unless noted.
5. All price quotes for Monthly Recurring (MRC) and Non-Recurring Charges (NRC) are stated in US Dollars.
6. All standard delivery intervals assume there is no build effort that requires permit/permission or third party approvals.

Crown Castle key differentiators:

All employees US based, 4 NOCs with engineer answering calls, no call centers.

Crown Castle owns and operates our fiber network 80K+ route miles; delivering services to the suite.

Support team: Channel Manager, Channel Sales Specialist, Client Service Manager (existing services), Sales Engineers all in the territory, and leadership to help partners grow their business.

Service Delivery Specialist assigned to every order, working with client to meet DDD, if customer needs to push delivery out before install, WE can do that.

Low Latency and high reliability, we can custom design a solution and provide route maps of our fiber.

We have the ability to provide route and equipment protection which sometimes is better than carrier redundancy, again showing the network design, POPS and fiber routes.

Combined Best in Class networks: Lighttower, FiberTech, FPL Fibernet, Sunesys and Wilcon.

Our products:

Dark Fiber
Ethernet
Wavelength
Private Networks
Managed SD-WAN
Internet Access
Colocation Added Solutions
DDoS

	A	B	C	D	E
1	CFS - Calls Resulting in Dispatch				
3	Incident Type	Signal	Breakdown	Total	
4	Information				46
5	Burglary		Vehicle		10
6			Commercial		2
7			Attempt		0
8	Accidents		Rollover		3
9			With Injuries		6
10			Regular		18
11	Domestic Violence				13
12	Stolen Vehicle				1
13	Stolen Vehicle		Recovered		1
14	Stolen Tag				1
15	Vandalism				5
16	Traffic Stop				114
17			Citations Issued		80
18			Warnings		12
19	Traffic Crashes				30
20	Parking Complaints				0
21	Larceny				5
22	Missing Person				1
23	Alarm Calls				69
24	Arrests		Misdemeanor		9
25			Felony		4
26	Reports				122
27					
28					
29					
30					

AGENDA ITEM REPORT



To:

Subject: Broward County Interlocal Agreement for Solid Waste

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

The Town currently has this agreement with Broward County. This is a renewal.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230214165727](#)

[Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA](#)

[ILA Disposal Pembroke Park \(1st Amendment attached\) \(C&D only\) duly executed 8-2-18](#)

Miguel Nunez, Building Official	Status:
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023

Stephanie Woodbury

From: Knight, Eliner <eknight@broward.org>
Sent: Monday, February 13, 2023 1:01 PM
To: Stephanie Woodbury
Subject: Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA
Attachments: ILA Disposal Pembroke Park (1st Amendment attached) (C&D only) duly executed 8-2-18.pdf; Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA.pdf

Importance: High

Hi, Stephanie,

As discussed, attached is the Second Amendment to the 2012 Solid Waste ILA. It needs to be executed in order for your town to continue using Wheelabrator after July 2, 2023. The amendment will extend your ILA through July 2, 2028. When it has been signed by your town's officials, please return it to me via email. We do not require a hard copy.

We have also attached your town's executed 2012 ILA and executed First Amendment, for your convenience.

Please keep us informed of your progress in having the Second Amendment signed, since it was actually due quite a while ago. We realize that your Town was going through some staff changes at that time, so we reached out at this late date as a courtesy.

Please let us know if you require additional information or assistance.

Thank you.



Ek

Eliner Knight
Administrative Specialist
Solid Waste and Recycling Services
1 N University Drive, Suite 400, Plantation FL 33324
Office: 954-474-1849
eknight@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Second Amendment to September 1, 2012, Interlocal Agreement

This Second Amendment (the "Second Amendment") to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida ("County"), and the **Town of Pembroke Park**, a municipal corporation ("Participating Community"). County and Participating Community are sometimes each individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator"), to provide for the disposal of solid waste generated within Broward County ("Original Disposal Agreement"). Subsequently, County and Wheelabrator have entered in to two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, are collectively referred to as the "Solid Waste Disposal Agreement").

B. County and Participating Community (and other similarly situated Broward County municipalities) entered in to an interlocal agreement for solid waste disposal support services, dated September 1, 2012 ("Original Interlocal Agreement"), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment, the template for which was approved by action of the Broward County Board of County Commissioners on February 27, 2018, Agenda Item 58.B. ("First Amendment"), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the "Interlocal Agreement").

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2023, unless extended.

D. The Solid Waste Disposal Agreement allows County to renew its term for an additional five (5) years through July 2, 2028, provided (in addition to certain other conditions) there are waste disposal commitments from municipalities within Broward County whose residents and businesses collectively generate at least 500,000 tons of residential and commercial Waste (as defined in the Solid Waste Disposal Agreement and otherwise known as "Contracted Processable Waste" in the Global Amendment and this Second Amendment) on an annual basis.

E. The Parties wish to continue working cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering in to this Second Amendment to extend the term of the Interlocal Agreement by another five (5) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed for a five (5) year period, commencing July 3, 2023, through July 2, 2028 (the "Renewal Period").

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to committing the Contracted Processable Waste referenced in paragraph 3 above, Participating Community may communicate its non-binding intent to collect, transport, deliver, and deposit all the following waste (as indicated by checking "Yes" below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida. If Participating Community wishes to deliver and deposit any of the following waste to/at the appropriate receiving facility of Wheelabrator, it must provide a commitment to County and Wheelabrator by May 6, 2022.

Yard Waste

☐ Yes

☐ No

Bulk Trash

☐ Yes

☐ No

Construction and Demolition Debris

☐ Yes

☐ No

5. Pursuant to Article VIII(B) of the Global Amendment, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2033, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

6. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period.

7. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

8. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This Second Amendment shall become effective at such date as the Broward County Board of County Commissioners renews or extends the Solid Waste Disposal Agreement, the option for which may be exercised once County has received waste disposal commitments from municipalities whose residents and businesses collectively generate 500,000 tons of Contracted Processable Waste on an annual basis. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

11. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the 24th day of August, 2021, and the **Town of Pembroke Park**, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

Print or type name

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Bertha Henry
Broward County Administrator

WITNESS:

Print or type name

_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Matthew Haber (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL SUPPORT
SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING COMMUNITY**

PARTICIPATING COMMUNITY

WITNESS:

Print or type name

WITNESS:

Print or type name

ATTEST:

City Clerk (Print or type name)

TOWN OF PEMBROKE PARK

PARTICIPATING COMMUNITY

Mayor (Print or type name)

_____ day of _____, 20____

City Manager (Print or type name)

APPROVED AS TO FORM BY:

City Attorney (Print or type name)



Letter of Transmittal

Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

August 8, 2018

VIA FedEx: 772930310494

And email: tlarson@townofpembrokepark.com

To:

Town of Pembroke Park
Todd Larson
Public Services Director
3150 SW 52 Avenue
Pembroke Park, FL 33023

From:

Eliner Knight
Solid Waste and Recycling Services
One N University Drive, Suite 400
Plantation, FL 33324

Mr. Larson,

Enclosed please find:

- Two fully-executed **ILAs for Solid Waste Disposal Support Services** and
- Two fully-executed **First Amendments to the (September 1, 2012) ILA for Solid Waste Disposal Support Services**

Please contact me if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Elin".

Eliner Knight
Administrative Specialist
954-474-1849
eknight@broward.org

Enclosure

cc via email:

- Stephanie Woodbury (swoodbury@townofpembrokepark.com)

First Amendment to September 1, 2012 Interlocal Agreement

This is a First Amendment (the "First Amendment") to the September 1, 2012 Interlocal Agreement for Solid Waste Disposal Support Services (the "Interlocal Agreement") previously executed by and between Broward County, a political subdivision of the state of Florida ("County") and Pembroke Park, a municipal corporation ("Participating Community") (collectively, the "Parties").

RECITALS

- A. In June 2012, County entered into two agreements; one with Wheelabrator Environmental Systems Inc. ("Wheelabrator") and the other with Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron") (collectively, "Contractors") to provide for the disposal of solid waste generated within Broward County (the "Solid Waste Disposal Agreements"). Each of the Solid Waste Disposal Agreements requires the Contractors to accept Participating Community's waste for a five-year term that expires on July 2, 2018.
- B. Following execution of the Solid Waste Disposal Agreements, County offered all Broward municipalities the option of entering into the Interlocal Agreement to select either or both of the Contractors to provide solid waste disposal services, with pricing and waste disposal options listed in the Solid Waste Disposal Agreements.
- C. Sixteen municipalities entered into the Interlocal Agreement with County to become Participating Communities.
- D. In May 2015, County and Wheelabrator entered into a Global Amendment ("Global Amendment"), amending the Wheelabrator solid waste disposal agreement (as amended, the "Wheelabrator Solid Waste Disposal Agreement").
- E. The price options listed for the disposal of commercial and residential waste in the Wheelabrator Solid Waste Disposal Agreement's Exhibit "A" are listed as Option 1, Option 2, and Option 3. Option 1 was identified as Option A in the Interlocal Agreement, and only applies during the initial term of the Interlocal Agreement (the same initial term as the Wheelabrator Solid Waste Disposal Agreement), which is through July 2, 2018. Therefore, Option 1 (a.k.a. Option A) is not available as an option for any renewal of the Wheelabrator Solid Waste Disposal Agreement after July 2, 2018. For purposes of this First Amendment, and as identified below, Option 2 is the same as Option B under the Wheelabrator Solid Waste Disposal Agreement, and Option 3 is the same as Option C under the Wheelabrator Solid Waste Disposal Agreement.
- F. The Wheelabrator Solid Waste Disposal Agreement allows County to unilaterally extend the term through July 2, 2023. County has exercised that option. The Sun-Bergeron solid waste disposal agreement allows an extension of its term upon mutual written consent of County and Sun-Bergeron. County and Sun-Bergeron have not agreed upon terms for an extension, and the Sun-Bergeron solid waste disposal agreement is therefore expected to expire on July 2, 2018. Although

Participating Community may not obtain future services from Sun-Bergeron through this First Amendment, it acknowledges that it retains the option of seeking to directly contract with Sun-Bergeron for those services.

- G. The Interlocal Agreement's term runs concurrently with the Solid Waste Disposal Agreements. The Interlocal Agreement does not state, however, how an extension, if any, of the Solid Waste Disposal Agreements impacts the Interlocal Agreement's term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. The Interlocal Agreement is hereby renewed effective July 3, 2018 through July 2, 2023 (the "Initial Renewal Period").
3. During the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Residential Waste and Commercial Waste (as defined in the Wheelabrator Solid Waste Disposal Agreement and otherwise known as Contracted Processable Waste in the Global Amendment) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement on one of the following price terms, except for waste or recycling material that is transported outside of the state of Florida:

☐ Price Option B

☒ Price Option C

4. In addition to the Residential Waste and Commercial Waste referenced in paragraph 3 above, during the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all of the following waste (as indicated by checking "Yes" below) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

☐ Yes

☒ No

Bulk Trash

☐ Yes

☒ No

~~Construction~~ and Demolition Debris

☒ Yes

☐ No

5. Participating Community hereby authorizes the County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment during the full term of the Initial Renewal Period.

6. Under the Global Amendment, the County has a further unilateral right to extend the Wheelabrator Solid Waste Agreement through July 2, 2028 by initially notifying Wheelabrator of its intent to do so by January 15, 2022. To exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028 (the "Second Renewal Term")) from governmental entities within the County whose residents and businesses have annually generated at least 500,000 tons of waste collectively. The Interlocal Agreement (as amended by this First Amendment) expires on July 2, 2023, unless the Parties have entered into a timely amendment on or before January 15, 2022, reflecting that the Participating Community wishes to extend its commitment through the Second Renewal Term. At that time, Participating Community may adjust or change any of the options selected in paragraph 4 above.

7. Participating Community understands that the services to which it is obligating itself by executing this First Amendment, and the terms and conditions under which those services will be provided, are those specified in the June 26, 2012 solid waste disposal agreement between County and Wheelabrator as modified by the Global Amendment.

8. Exhibit C to the Interlocal Agreement is hereby removed in its entirety.

9. Preparation of the First Amendment has been a joint effort of County and Participating Communities, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Except to the extent modified herein, the Interlocal Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Interlocal Agreement, the terms and conditions of the First Amendment shall control.

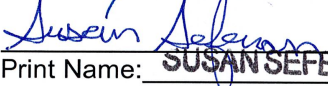
11. This First Amendment shall be effective upon execution by the Parties, and may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the 27th day of February 2018, and each Participating Community, signing by and through officers duly authorized to execute same.

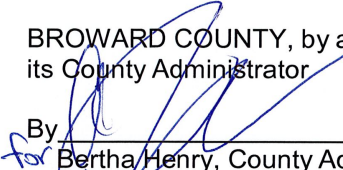
COUNTY

WITNESSES:


Print Name: JODI GARDNER

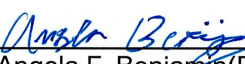

Print Name: SUSAN SEFERIAN

BROWARD COUNTY, by and through
its County Administrator

By 
for Bertha Henry, County Administrator

27th day of July, 20 18

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  7/2/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney



FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING
COMMUNITY TOWN OF PEMBROKE PARK

ATTEST:



Municipal Clerk
Natasha Joseph
Print or Type Name

(SEAL)

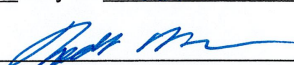


Participating Community

By 

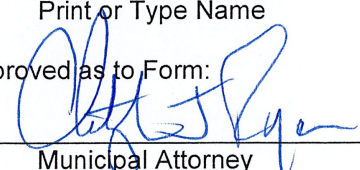
Mayor-Commissioner
ASHIRA MOHAMMED
Print or Type Name

29 day of June, 20 18



Municipal Manager
Todd V. Larson
Print or Type Name

Approved as to Form:

By: 

Municipal Attorney

INTERLOCAL AGREEMENT
between
BROWARD COUNTY
and
PARTICIPATING COMMUNITIES
for
SOLID WASTE DISPOSAL SUPPORT SERVICES

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

SOLID WASTE DISPOSAL SUPPORT SERVICES

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012, between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

ARTICLE 1
BACKGROUND

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and

shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

- 1.2 COUNTY and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires COUNTY to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.
- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, COUNTY has entered into an agreement with Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. dated June 28, 2011, pursuant to which COUNTY will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.
- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between COUNTY and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012, for solid waste disposal services; and (ii) an agreement between COUNTY and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012, for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012, from Wheelabrator Technologies Inc. to Broward County, whereby COUNTY and Wheelabrator agreed to waive, for a limited period of time, COUNTY's right to preferential pricing based on certain third party agreements, in exchange for the company making payments to COUNTY for its exclusive use and benefit. COUNTY agrees to contribute Wheelabrator's payments to its solid waste programs, administration and operations.
- 1.6 It is the intent of this Agreement to offer to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities

have the further right, pursuant to this Agreement, to additional optional County services as provided for herein.

- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(b)(1), Florida Statutes.
- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.
- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and Participating Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 Participating Communities. The term "PARTICIPATING COMMUNITY" OR "PARTICIPATING COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY and whose names appear in Exhibit "A" to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.
- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.
- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.

ARTICLE 3

COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement Contractor (Wheelabrator or Sun-Bergeron or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish COUNTY and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibits "B" and "C" attached hereto and

made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to COUNTY, in writing, any amendments it may enter into with the applicable Contractor to the selection of its price or waste options.

- 3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the state of Florida.
- 3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the state of Florida.
- 3.4 PARTICIPATING COMMUNITY shall elect to participate in the following optional COUNTY services by marking and initializing the box(es) below as appropriate:
- ☐ Centralized Billing Services, as described in Article 6.
 - ☐ Flow Control Enforcement Services, as described in Article 7.

ARTICLE 4 PARTICIPATING COMMUNITY'S OBLIGATIONS

- 4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to

deliver all collected Residential Waste to the Designated Facilities, and (e) hours of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.

- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.
- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.

- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) [insurance and credit requirements as may be required by COUNTY]; (2) Pay COUNTY the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from COUNTY, the hauler shall first pay the full amount of the disputes charges when due, and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to COUNTY. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.
- 4.6 If a Participating Community collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5
OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the COUNTY and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the state of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the state of Florida shall provide to COUNTY and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.
- 5.3 A monthly report shall be due no later than 30 days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the COUNTY, and to the Public Works Director or equivalent position as to any

PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the state:

- 5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;
- 5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;
- 5.3.3 The location of the final disposal facility for the waste, including the location of any other facilities, such as transfer stations where waste is temporarily transported en-route to its final destination out of state;
- 5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation and disposal of waste outside the state by the hauler;
- 5.3.5 Such other documentation and information on forms which may be prescribed by, and as the COUNTY or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6

OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

- 6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.
- 6.2 If PARTICIPATING COMMUNITY timely notifies COUNTY of its election for centralized billing services, COUNTY shall provide the following services:
 - 6.2.1 Review invoices from and timely pay Contractors.
 - 6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.
 - 6.2.3 Collect data from load tickets received from disposal and transfer facilities.

- 6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.
 - 6.2.5 Collect required security deposits from haulers.
 - 6.2.6 Suspend haulers for non-payment.
 - 6.2.7 Institute appropriate collections for delinquent accounts.
 - 6.2.8 Research tonnage discrepancies as appropriate.
 - 6.2.9 Maintain copies of haulers' certificates of insurance.
 - 6.2.10 Issue truck decals and maintain vehicle information.
 - 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
 - 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for COUNTY's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 COUNTY reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 6.5 COUNTY shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7 OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY

that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement agrees to include a requirement that haulers consent to inspection of loads by COUNTY in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.
- 7.3 COUNTY agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4 Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as COUNTY and PARTICIPATING COMMUNITES agree are necessary to monitor adherence to this Agreement.
- 7.4 COUNTY reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 7.5 COUNTY shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for COUNTY's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty seven cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by

the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and COUNTY.

ARTICLE 9
INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses or damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10
DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11
DURATION

This Agreement shall be effective upon execution by COUNTY and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as COUNTY and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12
THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to COUNTY relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13
MISCELLANEOUS

- 13.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 STATE AND FEDERAL LAWS. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.
- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.
- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.

13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).

13.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY**

WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13.10 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

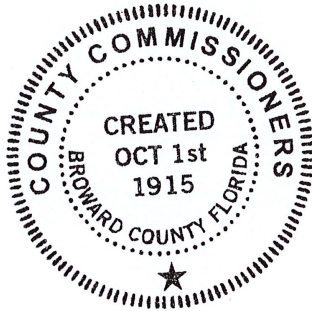
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8th day of January, 20 13, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through its
Board of County Commissioners

By 
Mayor
9th day of August, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  7/14/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney

NMP:slw
Rev. signature page 06-25-18

PARTICIPATING COMMUNITY

TOWN OF PEMBROKE PARK
Name of Participating Community

WITNESS:

Stephanie Rodden

al

29 day of June, 20 18

ATTEST:

By:

[Signature]
City Manager

[Signature]
City Clerk

29 day of June, 20 18

APPROVED AS TO FORM:

[Signature]
City Attorney

(CORPORATE SEAL)



NMP:slw
12-19-12
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EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICES FOR PARTICIPATING COMMUNITIES

EXHIBIT C

NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: Pembroke Park

Residential Waste and Commercial Waste:

☒ Wheelabrator

☐ Price Option A

☐ Price Option B

☒ Price Option C

☐ Sun-Bergeron

☐ Neither

☐ Both

Describe: _____

Yard Waste

☐ Wheelabrator

☐ Sun-Bergeron

☒ Neither

Bulk Trash

☐ Wheelabrator

☐ Sun-Bergeron

☒ Neither

Construction & Demolition Debris

☒ Wheelabrator

☐ Sun-Bergeron

☐ Neither

Signature of Authorized Official



Date

6/29/2018

AGENDA ITEM REPORT



To:

Subject: Broward County Interlocal Agreement Renewal - gas tax

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Gas Tax Renewal Memo to Cities 3 Cent 5th Cent](#)
[3 Cent Admin Update Chart_2023](#)
[5th Cent Admin Update Chart_2023](#)
[Fifth Cent Local Option Gas Tax ILA Pembroke Park](#)
[Fifth Cent Local Option Gas Tax ILA Pembroke Park](#)
[Three-Cent Local Option Gas Tax ILA Pembroke Park](#)
[Three-Cent Local Option Gas Tax ILA Pembroke Park](#)

Status:

Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEER). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEER updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEER updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two original interlocal agreements** to OMB at the address above.

Sincerely,

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**"Additional" Three Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	1.521814%
Cooper City	0.911008%
Coral Springs	3.541172%
Dania Beach	0.844212%
Davie	2.810117%
Deerfield Beach	2.296077%
Fort Lauderdale	4.964906%
Hallandale Beach	1.094717%
Hillsboro Beach	0.052034%
Hollywood	4.068948%
Lauderdale-by-the-Sea	0.162985%
Lauderdale Lakes	0.964645%
Lauderhill	1.967034%
Lazy Lake	0.000815%
Lighthouse Point	0.275958%
Margate	1.543431%
Miramar	3.631030%
North Lauderdale	1.184024%
Oakland Park	1.169315%
Parkland	0.955845%
Pembroke Park	0.164298%
Pembroke Pines	4.499722%
Plantation	2.470331%
Pompano Beach	2.988862%
Sea Ranch Lakes	0.014184%
Southwest Ranches	0.202674%
Sunrise	2.560452%
Tamarac	1.910640%
Weston	1.794488%
West Park	0.400383%
Wilton Manors	0.303879%
Total Incorporated	51.270000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**"Transit" Fifth Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	0.771741%
Cooper City	0.461990%
Coral Springs	1.795796%
Dania Beach	0.428116%
Davie	1.425064%
Deerfield Beach	1.164385%
Fort Lauderdale	2.517799%
Hallandale Beach	0.555152%
Hillsboro Beach	0.026388%
Hollywood	2.063442%
Lauderdale-by-the-Sea	0.082653%
Lauderdale Lakes	0.489190%
Lauderhill	0.997521%
Lazy Lake	0.000411%
Lighthouse Point	0.139944%
Margate	0.782704%
Miramar	1.841365%
North Lauderdale	0.600441%
Oakland Park	0.592982%
Parkland	0.484727%
Pembroke Park	0.083319%
Pembroke Pines	2.281895%
Plantation	1.252752%
Pompano Beach	1.515709%
Sea Ranch Lakes	0.007193%
Southwest Ranches	0.102780%
Sunrise	1.298454%
Tamarac	0.968922%
Weston	0.910020%
West Park	0.203042%
Wilton Manors	0.154103%
Total Incorporated	26.000000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relieved through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.
3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es)):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement ("Agreement") is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida ("County"), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the "Fifth Cent") on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for "transportation expenditures" as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 ("Prior Ordinance"), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es)):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPAÑO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent (\$0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three

One-hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.
- 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
- 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

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1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
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hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.
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4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es):

AGENDA ITEM REPORT



To:

Subject: Emergency sewer repair - 4320 S.W. 30th Street

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This was an emergency sewer line repair that occurred on S.W. 30th Street

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230214154635](#)

	Status:
Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023



Emergency Sewer Repair

Location: 4320 S.W. 30th Street

Date: 1/4/2023

<u>Vendor Name</u>	<u>Cost</u>
Cacique Utilities	\$30,800.00
Johnson Environmental	\$4,664.50

Total costs: \$35,464.50

INVOICE

Cacique Utilities LLC
3922 New Valencia
Greenacres, FL 33467

lisa@caciqueutilities.com



Town of Pembroke Park

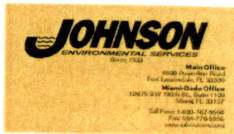
Bill to

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

Invoice details

Invoice no.: 1003
Invoice date: 1/11/23
Terms: Net 30
Due date: 2/10/23

Product or service	Amount
1. Mobilization Emergency Project 4320 SW 30TH AVE	\$5,000.00
2. Working Under MOT	\$2,500.00
3. Repair 6" DIP Pipe	\$17,500.00
4. BACK FILL AND COMPACTION	\$5,800.00
5. Remove and Replace Fill Material	\$0.00
Total	\$30,800.00



JOHNSON ENVIRONMENTAL
4600 POWERLINE ROAD
FORT LAUDERDALE, FL 33309
954-776-5931

Invoice

Date	Invoice #
01/05/2023	282698
Invoice Total	
4,664.50	

Bill To:

FINANCE & BUDGET DEPARTMENT
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Service Address:

TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Account No. 02-5354 4

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
	** SUB ACCT: 02- 5519 TOWN OF PEMBROKE PARK 4320 SW 30TH ST WORK ORDER#: 282592 01/04/23 EMERGENCY CALLED IN BY ROB CLARK 01/04/23 FOR SOFT DIG 01/04/23 EMERGENCY DISPATCH FEE 01/04/23 VAC TRUCK HOURLY (2P-8P) 01/04/23 PUMP TRUCK HOURLY (2P-8P) 01/04/23 HAULING & DISPOSAL FEE Sub-Account: Total 4,664.50			
		1.00	350.000	350.00
		6.00	295.000	1,770.00
		6.00	295.000	1,770.00
		1.00	774.500	774.50
Periodically check online, Terms of Service which are subject to change.Check Terms of Service johnsones.com For 24/7 account access & bill pay visit www.johnsones.com and use access code 0008118 to sign up.			Total Invoice:	4,664.50

Account Balance

18,011.50

JOHNSON ENVIRONMENTAL

Account No.: 02-5354 4

Billing Name: TOWN OF PEMBROKE PARK

Invoice #: 282698

Memo

To: Town Commission
J.C. Jimenez, Town Manager
Miguel Nunez, Building Official

From: Stephanie Woodbury, Executive Assistant, Public Services

cc: Christian Noel, Finance Department

Date: February 14, 2023

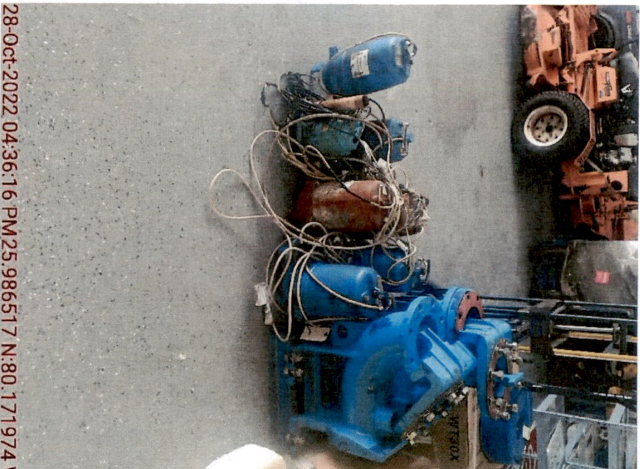
Re: Salvage Equipment

The Public Works Department has approximately twenty (20) pumps that are inoperable and well beyond its useful life and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

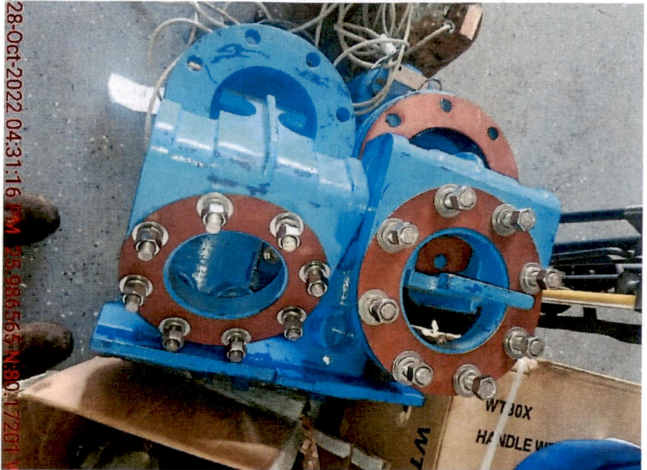
Pictures are attached.



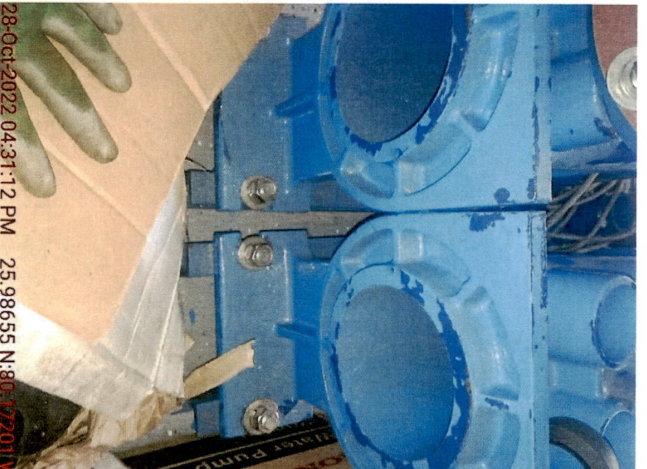
28-Oct-2022 04:36:10 PM 25.986517 N:80.171974 V



28-Oct-2022 04:36:16 PM 25.986517 N:80.171974 V



28-Oct-2022 04:31:16 PM 25.986517 N:80.172017 V



28-Oct-2022 04:31:12 PM 25.986517 N:80.172017 V



28-Oct-2022 04:31:04 PM 25.98655 N:80.17201 W



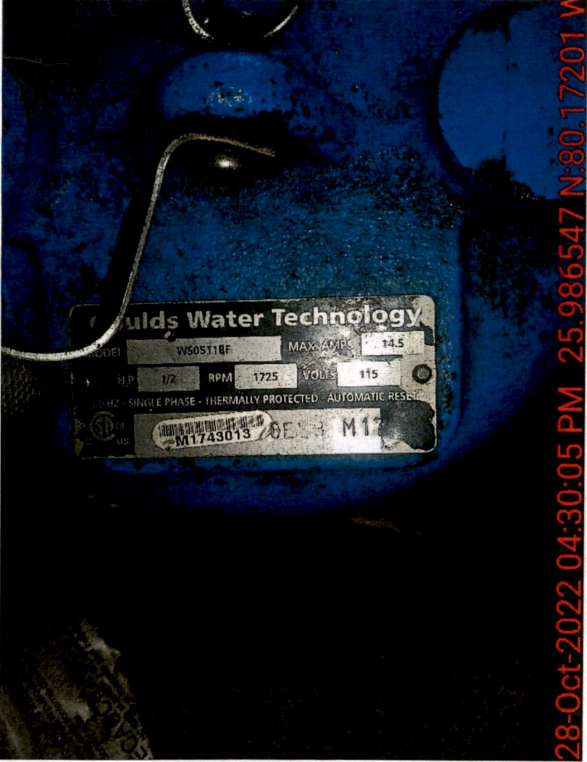
28-Oct-2022 04:30:57 PM 25.98655 N:80.17201 W



28-Oct-2022 04:29:22 PM 25.986545 N:80.17201 W



28-Oct-2022 04:30:39 PM 25.986547 N:80.17201 W







28-Oct-2022 04:30:20 PM 25:986547 N:80.17201 V



Sec. 2-137. Surplus property.

- (a) *Disposal of surplus property.* The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior approval by the Town Commission. No employee may purchase any such property without Town Commission approval.
- (b) *Donation of surplus property.* Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.

(Ord. No. 2021-006 , § 1, 10-13-21)



Resilient Florida Program Planning Grant Awards Fiscal Year 2022-23

Project No.	Applicant	Project Title	State Funding	Project Summary	Type of Community	County
1	City of Gainesville	Updated Vulnerability Assessment and Adaptation Plan	\$400,000	City-wide Vulnerability Assessment update.	Inland	Alachua
2	Baker County	Vulnerability Assessment for Baker County	\$200,000	County-wide Vulnerability Assessment.	Inland	Baker
3	Bradford County	Vulnerability Assessment	\$300,000	Comprehensive Vulnerability Assessment to include Stark, Lawtey, Hampton, and Brooker.	Inland	Bradford
4	City of Hampton	Update to Vulnerability Assessment for Statutory Compliance	\$66,700	City-wide Vulnerability Assessment update.	Inland	Bradford
5	City of Starke	Vulnerability Assessment	\$114,000	City-wide Vulnerability Assessment and Stormwater Master Plan update.	Inland	Bradford



PROTECTING TOGETHER

6	City of Cape Canaveral	Enhanced Vulnerability Analysis	\$225,000	City-wide Vulnerability Assessment update.	Coastal	Brevard
7	City of Indian Harbour Beach	Vulnerability Assessment	\$130,000	City-wide Vulnerability Assessment.	Coastal	Brevard
8	Broward County	Vulnerability Assessment	\$500,000	County-wide Vulnerability Assessment update and Adaptation Plan including incorporated and unincorporated areas.	Coastal	Broward
9	City of Coconut Creek	City-Wide Climate Change Vulnerability Assessment	\$150,000	City-wide Vulnerability Assessment update.	Inland	Broward
10	City of Cooper City	Vulnerability Assessment Report	\$170,000	City-wide Comprehensive Vulnerability Assessment.	Inland	Broward
11	City of Margate	Vulnerability Assessment	\$235,852	City-wide Comprehensive Vulnerability Assessment.	Inland	Broward
12	City of Miramar	Comprehensive Vulnerability Assessment	\$198,700	City-wide Comprehensive Vulnerability Assessment.	Inland	Broward



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13	City of North Lauderdale	C-14 Municipalities Joint Vulnerability Assessment	\$455,000	Comprehensive Vulnerability Assessment that covers the Cities of North Lauderdale, Coral Springs, Tamarac, and Margate.	Inland	Broward
14	City of Parkland	Vulnerability Assessment	\$75,000	City-wide Vulnerability Assessment.	Inland	Broward
15	City of Pembroke Pines	Comprehensive Vulnerability Assessment	\$198,700	City-wide Vulnerability Assessment.	Inland	Broward
16	City of Tamarac	Vulnerability Assessment	\$414,367	City-wide Vulnerability Assessment and identifying critical assets.	Inland	Broward
17	City of Weston	Comprehensive Vulnerability Assessment	\$130,125	City-wide Vulnerability Assessment.	Inland	Broward
18	Town of Davie	Vulnerability Assessment	\$500,000	City-wide Vulnerability Assessment and identifying critical assets.	Inland	Broward
19	Town of Pembroke Park	City-Wide Vulnerability Assessment	\$200,000	City-wide Vulnerability Assessment and Adaptation Plan.	Inland	Broward



PROTECTING TOGETHER

20	Calhoun County	Vulnerability Assessment	\$200,000	County-wide Vulnerability Assessment to include the City of Blountstown and Town of Altha.	Inland	Calhoun
21	Citrus County	Vulnerability Assessment	\$262,650	County-wide Vulnerability Assessment including City of Inverness.	Coastal	Citrus
22	City of Everglades City	Vulnerability Assessment and Adaptation Planning	\$125,000	City-wide Vulnerability Assessment.	Coastal	Collier
23	Collier County	Comprehensive Vulnerability Study	\$46,700	Comprehensive Vulnerability Assessment.	Coastal	Collier
24	Southwest Florida Regional Planning Council	Vulnerability Assessment	\$78,000	City-wide Vulnerability Assessment and Peril of Flood Comprehensive Plan Amendments.	Coastal	Collier
25	Columbia County	Vulnerability Assessment	\$450,000	County-wide Vulnerability Assessment including City of Lake City and Town of Fort White.	Inland	Columbia



PROTECTING TOGETHER

26	DeSoto County	Vulnerability Assessment	\$200,000	County-wide Comprehensive Vulnerability Assessment including City of Arcadia.	Inland	DeSoto
27	City of Atlantic Beach	Vulnerability Assessment Update	\$65,000	City-wide Vulnerability Assessment update.	Coastal	Duval
28	City of Jacksonville Beach	Adaptation Plan	\$75,000	City Adaptation Plan based on previously completed City-wide Vulnerability Assessment.	Coastal	Duval
29	Flagler County	Vulnerability Assessment	\$200,000	County-wide Vulnerability Assessment to include Beverly Beach, Bunnell, Flagler Beach, Marineland, Palm Coast, and unincorporated area of Flagler County.	Coastal	Flagler
30	Franklin County	Vulnerability Assessment	\$175,000	County-wide Comprehensive Vulnerability Assessment.	Coastal	Franklin
31	City of Chattahoochee	Vulnerability Assessment	\$75,000	City-wide Vulnerability Assessment.	Inland	Gadsden



PROTECTING TOGETHER

32	City of Gretna	City of Gretna Vulnerability Assessment	\$70,000	City-wide Comprehensive Vulnerability Assessment.	Inland	Gadsden
33	City of Midway	Vulnerability Assessment	\$75,000	City-wide Vulnerability Assessment and regional Vulnerability Assessment update.	Inland	Gadsden
34	City of Quincy	Vulnerability Assessment	\$80,000	City-wide Vulnerability Assessment.	Inland	Gadsden
35	Gadsden County	Vulnerability Assessment	\$175,000	County-wide Vulnerability Assessment.	Inland	Gadsden
36	Town of Greensboro	Vulnerability Assessment	\$55,000	City-wide Comprehensive Vulnerability Assessment.	Inland	Gadsden
37	Town of Havana	Vulnerability Assessment	\$70,000	City-wide Comprehensive Vulnerability Assessment.	Inland	Gadsden
38	Gilchrist County	Vulnerability Assessment	\$400,000	County-wide Vulnerability Assessment.	Inland	Gilchrist
39	City of Moore Haven	Vulnerability Assessment	\$200,000	City-wide Vulnerability Assessment.	Inland	Glades



PROTECTING TOGETHER

40	Glades County	Critical Asset Vulnerability Assessment	\$200,000	County-wide Vulnerability Assessment.	Inland	Glades
41	Gulf County	Vulnerability Assessment	\$200,000	Comprehensive Vulnerability Assessment and Adaptation Plan including unincorporated areas of the County.	Coastal	Gulf
42	Hamilton County	Vulnerability Assessment	\$300,000	Comprehensive Vulnerability Assessment to include Jasper, Jennings and White Springs.	Inland	Hamilton
43	City of Wauchula	Flooding Vulnerability Assessment	\$152,280	City-wide Vulnerability Assessment and Adaptation Plan.	Inland	Hardee
44	Hardee County	Comprehensive Vulnerability Assessment	\$190,000	County-wide Vulnerability Assessment.	Inland	Hardee
45	City of LaBelle	Vulnerability Assessment 2022	\$150,000	City-wide Vulnerability Assessment.	Inland	Hendry
46	Hendry County	Comprehensive Vulnerability Assessment	\$336,925	County-wide Vulnerability Assessment to include Clewiston.	Inland	Hendry



PROTECTING TOGETHER

47	Hernando County	Vulnerability Assessment	\$284,400	County-wide Vulnerability Assessment to include the municipality of Brooksville.	Coastal	Hernando
48	Highlands County	Flood Vulnerability Assessment	\$340,000	Comprehensive Vulnerability Assessment to include Avon Park, Sebring and Lake Placid.	Inland	Highlands
49	Hillsborough County	Vulnerability Assessment	\$425,000	Conduct Vulnerability Assessment consistent with s. 380.093, F.S.	Coastal	Hillsborough
50	City of Plant City	Flood Vulnerability Assessment	\$70,000	City-wide Vulnerability Assessment update taken from Hillsborough County Vulnerability Assessment.	Inland	Hillsborough
51	Holmes County	Comprehensive Vulnerability Assessment	\$366,425	County-wide Vulnerability Assessment including Bonifay, Noma, Esto, Ponce De Leon and Westville.	Inland	Holmes



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52	Town of Ponce De Leon	Vulnerability Assessment	\$75,000	Vulnerability Assessment including all areas within the utility service area.	Inland	Holmes
53	City of Fellsmere	Comprehensive Vulnerability Assessment	\$100,000	Vulnerability Assessment for statutory compliance	Inland	Indian River
54	City of Sebastian	Coastal Resilience Plan Updates	\$120,000	City-wide Vulnerability Assessment update.	Coastal	Indian River
55	City of Vero Beach	Vulnerability Assessment	\$150,000	City-wide Vulnerability Assessment.	Coastal	Indian River
56	Indian River County	Comprehensive Vulnerability Assessment	\$248,675	County-wide Vulnerability Assessment with the potential to cover other municipalities within the area.	Coastal	Indian River
57	Town of Indian River Shores	Flooding and Sea Level Rise Vulnerability Assessment/Resilience Plan	\$71,900	Town-wide Vulnerability Assessment and Peril of Flood Comprehensive Plan Amendments.	Coastal	Indian River
58	Town of Orchid	Resilient Florida Vulnerability Assessment	\$80,000	Town-wide Vulnerability Assessment.	Coastal	Indian River
59	City of Jacob	Vulnerability Assessment	\$55,000	City-wide Vulnerability Assessment	Inland	Jackson



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60	City of Marianna	Comprehensive Vulnerability Study	\$100,000	City-wide Vulnerability Assessment.	Inland	Jackson
61	Jackson County	County-Wide Vulnerability Assessment	\$193,000	County-wide Vulnerability Assessment that includes incorporated municipalities.	Inland	Jackson
62	Lafayette County	Vulnerability Assessment for Lafayette County	\$250,000	Comprehensive Vulnerability Assessment to include the City of Mayo.	Inland	Lafayette
63	Town of Mayo	Flood Vulnerability Assessment	\$100,000	Vulnerability Assessment on the areas served by the Town's Storm Management Infrastructure.	Inland	Lafayette
64	City of Groveland	Vulnerability Assessment	\$150,000	City-wide Vulnerability Assessment.	Inland	Lake
65	City of Mascotte	Vulnerability Assessment	\$100,000	City-wide Vulnerability Assessment.	Inland	Lake
66	Lake County	Comprehensive Vulnerability Assessment Project	\$502,198	County-wide Vulnerability Assessment.	Inland	Lake
67	Town of Lady Lake	Vulnerability Assessment	\$100,000	Community-wide Vulnerability Assessment.	Inland	Lake



PROTECTING TOGETHER

68	Town of Fort Myers Beach	Vulnerability Assessment	\$75,000	City-wide Vulnerability Assessment, including locally collected elevation data of critical assets where available.	Coastal	Lee
69	City of Tallahassee	Vulnerability Assessment	\$250,000	City-wide Vulnerability Assessment and draft Adaptation Action Plan.	Inland	Leon
70	Leon County	Vulnerability Assessment	\$600,000	County-wide Vulnerability Assessment and Adaption Plan.	Inland	Leon
71	Levy County	Comprehensive Vulnerability Assessment	\$238,550	Comprehensive Vulnerability Assessment and Adaptation Plan.	Coastal	Levy
72	Liberty County	Vulnerability Assessment	\$200,000	County-wide Vulnerability Assessment and Adaptation Plan that includes the City of Bristol.	Inland	Liberty



PROTECTING TOGETHER

73	Madison County	Comprehensive Vulnerability Assessment	\$250,000	County-wide Vulnerability Assessment.	Inland	Madison
74	Town of Greenville	Vulnerability Assessment	\$45,000	City-wide Vulnerability Assessment.	Inland	Madison
75	City of Bradenton	Vulnerability Assessment and Resilience Plan	\$120,000	City-wide Vulnerability Assessment and Adaptation Plan.	Coastal	Manatee
76	City of Bradenton Beach	Vulnerability Assessment	\$46,875	City-wide Vulnerability Assessment.	Coastal	Manatee
77	City of Holmes Beach	Resiliency Planning Vulnerability Assessment	\$80,000	City-wide Vulnerability Assessment and Comprehensive Plan Amendments.	Coastal	Manatee
78	Marion County	Vulnerability Assessment	\$423,000	County-wide Vulnerability Assessment.	Inland	Marion



PROTECTING TOGETHER

79	City of Coral Gables	2022 Citywide Vulnerability Assessment	\$187,615	City-wide Vulnerability Assessment update.	Inland	Miami-Dade
80	City of Florida City	Flood Vulnerability Assessment	\$100,000	City-wide Vulnerability Assessment and Adaptation Action Plan.	Inland	Miami-Dade
81	City of Hialeah	City-Wide Comprehensive Vulnerability Assessment	\$400,000	City-wide Vulnerability Assessment.	Inland	Miami-Dade
82	City of Homestead	Citywide Vulnerability Assessment	\$265,052	City-wide Vulnerability Assessment.	Inland	Miami-Dade
83	City of Miami Gardens	Vulnerability Assessment and Resilience Plan	\$120,000	City-wide Vulnerability Assessment and Resilience Plan.	Inland	Miami-Dade
84	City of Opa-Locka	Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan	\$250,000	City-wide Vulnerability Assessment and Infrastructure Adaptation Plan.	Inland	Miami-Dade
85	City of Sweetwater	Vulnerability Assessment	\$50,000	City-wide Vulnerability Assessment.	Inland	Miami-Dade



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86	Indian Creek Village	Vulnerability Assessment and Adaptation Plan	\$200,000	Village-wide Vulnerability Assessment and Adaptation Action Plan.	Coastal	Miami-Dade
87	Miami Shores Village	Vulnerability Assessment	\$155,000	Vulnerability Assessment update including Peril of Flood Comprehensive Plan Amendments.	Coastal	Miami-Dade
88	Town of Miami Lakes	Vulnerability Assessment Study and Adaptation Plan	\$220,000	Town-wide Vulnerability Assessment and Adaptation Plan.	Inland	Miami-Dade
89	Town of Surfside	Comprehensive Vulnerability Assessment and Adaptation Plan	\$300,000	Town-wide Vulnerability Assessment, Feasibility Study, and Adaptation Action Plan.	Coastal	Miami-Dade
90	Village of Key Biscayne	Village-Wide Vulnerability Assessment Update	\$330,000	Village-wide Vulnerability Assessment update.	Coastal	Miami-Dade
91	Village of Palmetto Bay	Assessment and Planning for a Resilient Palmetto Bay	\$200,000	Village-wide Vulnerability Assessment and resilience plan development.	Coastal	Miami-Dade



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92	Key Colony Beach	Comprehensive Vulnerability Assessment	\$137,875	Comprehensive Vulnerability Assessment that covers Key Colony Beach and Layton with Peril of Flood Comprehensive Plan Amendments.	Coastal	Monroe
93	Nassau County	Vulnerability Assessment Update	\$846,920	County-wide Vulnerability Assessment update including municipalities	Coastal	Nassau
94	City of Destin	Vulnerability Utility Assessment	\$70,000	City-wide Vulnerability Assessment including identification of critical utilities.	Coastal	Okaloosa
95	Okaloosa County	Vulnerability Assessment and Adaptation Plan	\$600,000	County-wide Vulnerability Assessment and Adaption Plan.	Coastal	Okaloosa
96	Okeechobee County	Vulnerability Assessment	\$260,000	County-wide Vulnerability Assessment.	Inland	Okeechobee
97	City of Belle Isle	Vulnerability Assessment	\$80,000	City-wide Vulnerability Assessment.	Inland	Orange
98	City of Orlando	Urban Flooding Vulnerability Assessment	\$275,000	City-wide Vulnerability Assessment update.	Inland	Orange



PROTECTING TOGETHER

99	Orange County	Vulnerability Assessment with Community Resilience Engagement	\$420,000	Comprehensive Vulnerability Assessment with Peril of Flood Comprehensive Plan Amendments.	Inland	Orange
100	Osceola County	Resilient Osceola County	\$500,000	County-wide Vulnerability Assessment and adaptation plan with Peril of Flood Comprehensive Plan Amendments including incorporated municipalities.	Inland	Osceola
101	City of Belle Glade	Citywide Critical Asset Vulnerability Assessment	\$200,000	City-wide Vulnerability Assessment including all city-owned critical assets.	Inland	Palm Beach
102	City of Riviera Beach	Vulnerability Assessment	\$300,000	City-wide Vulnerability Assessment that includes areas served by Riviera Beach Utility Special District.	Coastal	Palm Beach



PROTECTING TOGETHER

103	Town of Lake Clarke Shores	Utility Vulnerability Assessment	\$123,500	Town-wide Vulnerability Assessment that includes the utility service area outside town boundary.	Inland	Palm Beach
104	Town of Lantana	Asset Inventory and Ocean Avenue Vulnerability Assessment	\$167,000	Partial Vulnerability Assessment and update to existing Vulnerability Assessment.	Coastal	Palm Beach
105	Town of Loxahatchee Groves	Resiliency Vulnerability Assessment	\$350,000	Town-wide Vulnerability Assessment.	Inland	Palm Beach
106	Town of Mangonia Park	Comprehensive Vulnerability Assessment	\$191,415	Town-wide Vulnerability Assessment.	Inland	Palm Beach
107	Town of South Palm Beach	Flooding and Sea Level Rise Vulnerability Assessment	\$75,000	Town-wide Vulnerability Assessment.	Coastal	Palm Beach
108	City of Gulfport	Comprehensive Vulnerability Assessment	\$80,000	City-wide Vulnerability Assessment.	Coastal	Pinellas



PROTECTING TOGETHER

109	Town of Kenneth City	Vulnerability Assessment	\$75,000	Town of Kenneth City Vulnerability Assessment	Inland	Pinellas
110	City of Oldsmar	Vulnerability Assessment Update	\$60,000	City-wide Vulnerability Assessment update.	Coastal	Pinellas
111	City of Treasure Island	City-wide Vulnerability Assessment	\$70,000	City-wide Vulnerability Assessment with Peril of Flood Comprehensive Plan Amendments.	Inland	Pinellas
112	City of Bartow	Citywide Critical Asset Vulnerability Assessment	\$200,000	City-wide Vulnerability Assessment.	Inland	Polk
113	Polk County	Vulnerability Assessment	\$500,000	County-wide Vulnerability Assessment to include unincorporated Polk County and 17 municipalities.	Inland	Polk



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114	Town of Welaka	Comprehensive Vulnerability Assessment & Adaptation Plan	\$116,400	Town-wide Vulnerability Assessment with Peril of Flood Comprehensive Plan Amendments and Adaptation Plan to include the surrounding areas adjacent and all wastewater service areas.	Inland	Putnam
115	Seminole County	2022 Comprehensive Flood Vulnerability Assessment	\$400,000	County-wide Vulnerability Assessment.	Inland	Seminole
116	City of St. Augustine Beach	Vulnerability Assessment Update	\$50,000	City-wide Vulnerability Assessment update.	Coastal	St. Johns
117	City of Port St. Lucie	Vulnerability Assessment Supplement	\$500,000	Update to existing Vulnerability Assessment.	Coastal	St. Lucie
118	City of Bushnell	Vulnerability Assessment	\$100,000	City-wide Vulnerability Assessment including Bushnell and Webster areas.	Inland	Sumter
119	Sumter County	Vulnerability assessment	\$450,000	County-wide Vulnerability Assessment.	Inland	Sumter



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120	Suwannee County	Resilience Vulnerability Assessment	\$210,000	Comprehensive Vulnerability Assessment to include Branford, Dowling Park, Live Oak and Wellborn.	Inland	Suwannee
121	Union County	Vulnerability Assessment	\$300,000	County-wide Vulnerability Assessment to include the City of Lake Butler, Town of Raiford, and Town of Worthington Springs.	Inland	Union
122	City of Daytona Beach Shores	Comprehensive Vulnerability Assessment	\$130,000	County-wide Vulnerability Assessment including identification of critical assets.	Coastal	Volusia
123	City of DeBary	Resiliency and Vulnerability Assessment	\$250,000	City-wide Vulnerability Assessment.	Inland	Volusia
124	City of Holly Hill	Comprehensive Vulnerability Study	\$75,000	City-wide Vulnerability Assessment including identification of critical assets.	Coastal	Volusia
125	City of New Smyrna Beach	Comprehensive Vulnerability Assessment	\$250,000	City-wide Vulnerability Assessment update.	Coastal	Volusia



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126	City of Orange City	Vulnerability Assessment	\$140,000	City-wide assessment including identification of critical assets.	Inland	Volusia
127	Walton County	Vulnerability Assessment	\$300,000	County-wide Vulnerability Assessment to include the City of Defuniak Springs, Freeport and Paxton.	Coastal	Walton
128	Washington County	Inland Flooding Vulnerability Assessment	\$491,361	County-wide Vulnerability Assessment that includes inland flooding study and potential flooding impact to Sandhill Lakes Region.	Inland	Washington
12 applicants	Expansion applications on previous awards		\$1,187,384	For various reasons ranging from cost increases to new standards in statute, multiple applicants applied for supplemental funding to add to their previous award.		
\$28,789,544						





FOOD DISTRIBUTION

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Time: 9 am-1 pm

Location: Raymond P
Oglesby Preserve Park
3115 SW 52nd AVE
Pembroke Park



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