



AGENDA

WORKSHOP COMMISSION MEETING

7:00 PM - Wednesday, September 27, 2023

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
6. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN	
6.1. Park Lake Gates	4 - 19
Planner Presentation automated gate system TPP	
Planner PARK LAKE ESTATES CONTROL ACCESS	
7. REPORTS OF COMMITTEES AND TOWN STAFF	
7.1. Fire Department - Chief Kane	20 - 36
FIRE AUGUST2023	
8. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO	
8.1. August Update	37 - 38
Building Pembroke Park August Status Report	
9. POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN	
9.1. Calls Resulting in Dispatch for the month of August	39
Police - August 1-31	
10. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR GHANY	
10.1. Second Amendment E-11 Participation Agreement and Regional Interlocal Agreement	40 - 45
Aleem Legislation Details (With Text) (Second Amendment to PA-RILA for E-911)	
Aleem Legislation Exhibit 1 - Second Amendment to PA and RILA (1)	
10.2. Super Fund Site - EPA Presentation	46 - 75
Agenda Item Report - AIR-23-119 - Pdf	
Planner 3150 Pembroke Rd EPA 2023-09-19	
Planner Superfund site 9.19.23- Letter to Pembroke Park Workshop	

10.3.	SCAG Lawnmower for Parks Dept.	76 - 113
	We are recommending approval. Agenda Item Report - AIR-23-115 - Pdf	
10.4.	FL Recovery Obligation Calculation Program	114 - 121
	We are recommending approval. Agenda Item Report - AIR-23-114 - Pdf	
10.5.	Discussion on Town Lobbyist contracts	122 - 143
	Acting Town Manager Ghany is looking for guidance from the Commission if to renew the contracts. Agenda Item Report - AIR-23-124 - Pdf	
10.6.	S.W. 30th Street Forcemain Replacement - Keith & Associates (Presentation)	144 - 151
	Agenda Item Report - AIR-23-123 - Pdf Keith & Associates	
10.7.	Sewer Master Plan Update - Craig A. Smith & Associates (Presentation)	152 - 158
	Agenda Item Report - AIR-23-118 - Pdf Craig A. Smith & Associates Sewer Master Plan	
10.8.	Stormwater Master Plan Update - Kimley Horn & Associates (Presentation)	159 - 168
	Agenda Item Report - AIR-23-117 - Pdf Kimley Horn Stormwater Master Plan	
10.9.	Discussion A/C System Design & Construction	
11.	TOWN CLERK MARTELL	
11.1.	Public Records Requests by the Commission - Mayor Mohammed, Town Clerk Martell	169 - 180
	Public records requests submitted by the Commission, needing to be filled by the Finance Department need to be prioritized based on the completion of the audit and budget. Agenda Item Report - AIR-23-110 - Pdf	
11.2.	CLOSE-OUT MEMORANDUM - Vice Mayor Morrisette, Town Clerk Martell	181 - 188
	Public apology to Ms. Reutlinger and Mrs. Martell Agenda Item Report - AIR-23-108 - Pdf	
12.	DISCUSSION	
12.1.	Hiring Structure - Commissioner Jacobs	189

[Agenda Item Report - AIR-23-121 - Pdf](#)

- 12.2. Pembroke Park Barrel's - Commissioner Jacobs 190

[Agenda Item Report - AIR-23-120 - Pdf](#)

- 12.3. Bamboo Paradise & Bamboo Social Club - Commissioner Jacobs 191 - 196

[Agenda Item Report - AIR-23-116 - Pdf](#)

13. INTERIM ATTORNEY COMMENTS

14. ACTING TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

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

16. ANNOUNCEMENTS

- 16.1. Regular Commission Meeting, Wednesday, October 11, 2023 at 7:00 PM
Special Magistrate Hearing, Wednesday, October 18, 2023 at 9:00 AM
Workshop Commission Meeting, Wednesday, October 25, 2023 at 6:00 PM

CALENDAR OF EVENTS:

- Fall Festival, Saturday, scheduled for October 28
Health Fair, Saturday, November 4, 2023
Thanksgiving Giveaway, Saturday, November 18, 2023 from 6PM to 9PM
Toy Giveaway, Thursday, December 21, 2023, from 11AM to 3PM

17. 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

Advantages of an automatic gate

- Enhanced security
- Economics
- Esthetics
- NB: Other parks on Lake Shore Drive are not impacted

Location



GENERAL LOCATION
SCALE: N.T.S.



SITE WORK
SCALE: N.T.S.

ADDRESS:	
REF: 224 LAKE SHORE DRIVE, PEMBROKE PARK, FL 33009	
FLOOD ZONE:	
ZONE - X	
SCOPE OF WORK:	
- ENTRANCE IMPROVEMENTS - NEW GATES AND BARRIER GATES - PROVIDE SECURITY CAMERAS AND VIRTUAL CONTROL ACCESS - ASPHALT RESURFACING AND REPAIRS - RE-STRIPPING	
PLANS SHALL COMPLY WITH THE FOLLOWING:	
FLORIDA BUILDING CODE 2020 7th EDITION FIRST PRINTING JULY 2020 FLORIDA BUILDING CODE EXISTING BUILDING 2020 7th EDITION FLORIDA BUILDING CODE ACCESSIBILITY 2020 7th EDITION MECHANICAL FLORIDA BUILDING CODE 2020 7th EDITION PLUMBING FLORIDA BUILDING CODE 2020 7th EDITION NATIONAL ELECTRICAL CODE 2017 FLORIDA FIRE PREVENTION CODE 7th EDITION	
DRAWING INDEX:	
SHEET	NAME
C-1	GENERAL INFORMATION
C-2	EXISTING & PROPOSED SITE PLAN
C-3	SIGNS & MARKING
C-4	CONTROL ACCESS
C-5	PAVING AND DRAINAGE
E-1	ELECTRICAL PLAN
P-1	IRRIGATION
L-1	LANDSCAPING

1. THIS PLAN IS INTENDED TO SHOW THE OVERALL SCOPE OF DEMOLITION WORK TO BE DONE. IT DOES NOT SHOW ALL OF THE SPECIFIC MINOR ITEMS EXISTING IN THE SPACE THAT WILL BE REQUIRED TO BE REMOVED TO COMPLETE THE WORK.
2. THE CONTRACTOR SHALL VISIT THE JOB SITE AND PERFORM A WALK THRU WITH THE OWNER TO IDENTIFY THE SPECIFIC ITEMS NOT SHOWN ON THIS PLAN THAT WILL BE REMOVED AND COORDINATE WHICH ITEMS WILL BE DISPOSED OF AND WHICH WILL BE GIVEN TO THE OWNER FOR HIS STORAGE.
3. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK, TRASH REMOVAL, STORAGE, ETC. WITH THE OWNER.
4. THE OWNER SHALL SUPPLY THE CONTRACTOR WITH AN ASBESTOS SURVEY IDENTIFYING ANY ITEMS THAT MAY HAVE ASBESTOS. THE CONTRACTOR SHALL FOLLOW THE SURVEY AND ANY ITEMS HAVING ASBESTOS SHALL BE REMOVED OR CONTAINED AS REQUIRED BY A CERTIFIED ASBESTOS ABATEMENT CONTRACTOR.
5. ALL WORK SHALL BE CUT, PATCHED OR MODIFIED AS REQUIRED AND REFINISHED AS WELL AS REFINISHING EXISTING ITEMS REMAINING TO ACHIEVE A CONSISTENT FINISH AND A SATISFACTORY COMPLETED CONDITION.
6. THE CONTRACTOR SHALL PROVIDE SAFETY FEATURES OR METHODS DURING DEMOLITION AS REQUIRED BY APPLICABLE CODES, O.S.H.A. OR SPECIFICATIONS.
7. CONTRACTOR SHALL VERIFY ALL PLUMBING, MECHANICAL AND ELECTRICAL ITEMS TO BE REMOVED OR RELOCATED PRIOR TO PERFORMING THE WORK.
8. ALL SURFACES DAMAGED BY DEMOLITION SHALL BE REPAIRED AND REFINISHED TO MATCH ADJACENT SURFACES AND AS PER FINISH SCHEDULE.
9. REMOVE ALL EXISTING CABINETS, FURNITURE AND FIXTURES, DETACHED ON THE DRAWINGS. COORDINATE WITH THE OWNER, THE DISPOSAL OR STORAGE OF THESE ITEMS.
10. REMOVE ALL EXISTING FLOOR CARPET, TILE, ETC. AND PREPARE SURFACE TO RECEIVE NEW FINISHES PER FINISH AND/OR INTERIOR DESIGNER'S SPECIFICATIONS. CONSERVE ANY ITEMS ADDRESSED BY THE ASBESTOS SURVEY AS NOTED ABOVE.
11. CONTRACTOR IS TO VERIFY WITH THE OWNER AND IDENTIFY ALL EXISTING PIPES, CONDUITS, ETC. PRIOR TO DEMOLITION. CONTRACTOR SHALL IDENTIFY AND PAINT ALL PIPES, CONDUITS, ETC. THAT ARE NOT GOING TO BE DEMOLISHED OR REMOVED.

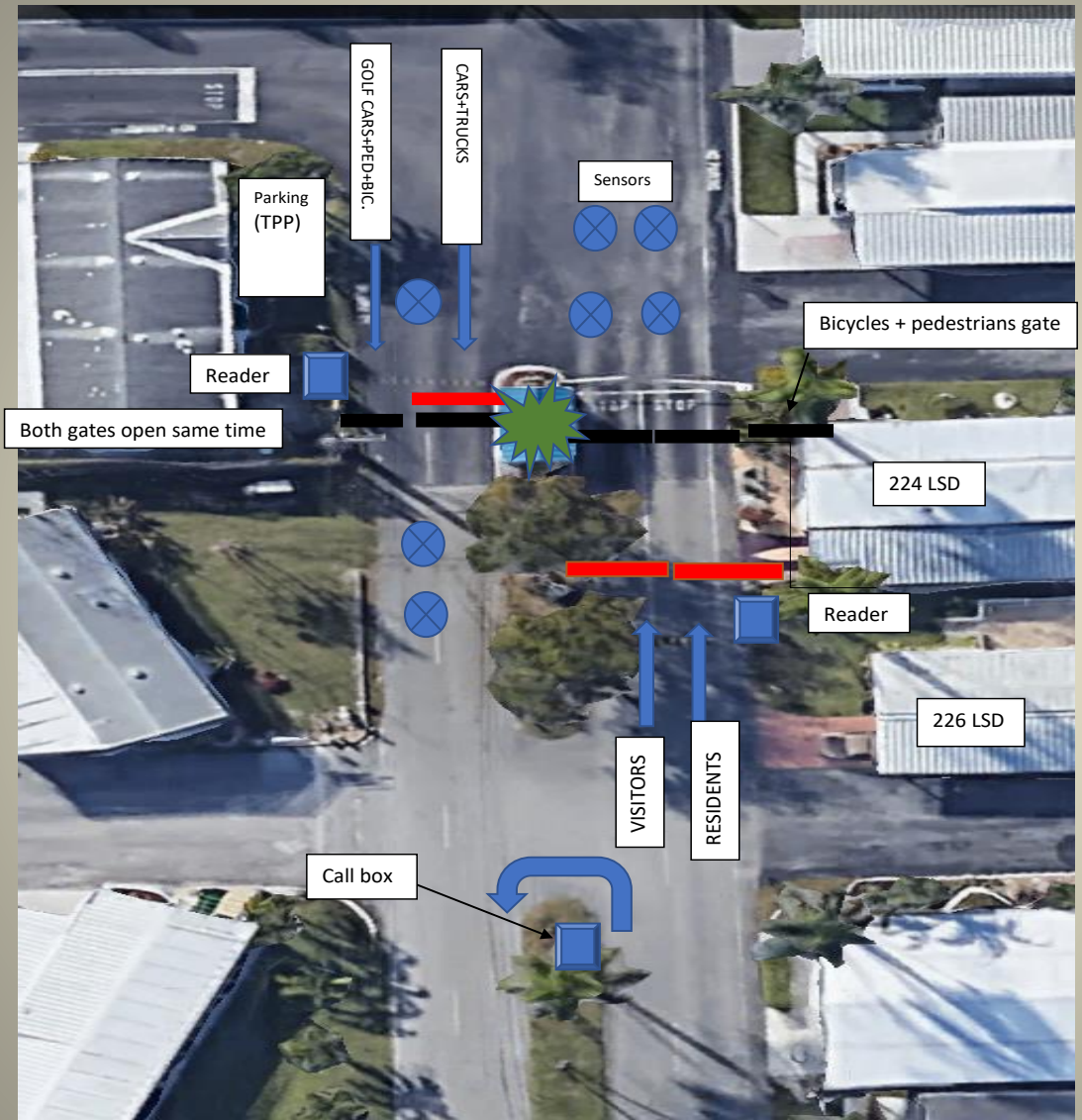
- GENERAL NOTES:**
1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED BEFORE PROCEEDING WITH THE WORK.
 3. CONTRACTOR TO ACQUIRE ALL REQUIRED PERMITS FOR THE CONSTRUCTION AND SUBSEQUENT OCCUPANCY OF THE PROJECT.
 4. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE DONE IN A NEAT AND WORKMAN LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.
 5. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS.
 6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
 7. CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH REDLINED AS BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/OR ADDITIONS TO THE WORK INCLUDING THE DRAWINGS.
 8. IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS, WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
 9. IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
 10. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
 11. SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS.
 12. CONTRACTOR OR SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND ANY DAMAGE TO HIS WORK WHILE PROJECT IS UNDER CONSTRUCTION.
 13. ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REUSED OR ANY OTHER LOCATION EXCEPT WHERE THE ONE, FOR WHICH THEY WERE EXPRESSLY DESIGNED. IF THESE DRAWINGS OR ANY PART THERE OF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT, THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.

RUBEN J. PUJOL
A.B.C. H.I.Y.E.C.
A.L.A. A.E. P. 810068
1227 S.W. 26th Avenue
MIAMI, FLORIDA 33177



PARK LAKE ACCESS CONTROL
224 LAKE SHORE DRIVE, PEMBROKE PARK, FL 33009

DATE: April 26, 2023
JOB NUMBER: 230043
TITLE: **GENERAL INFORMATION**
C-1



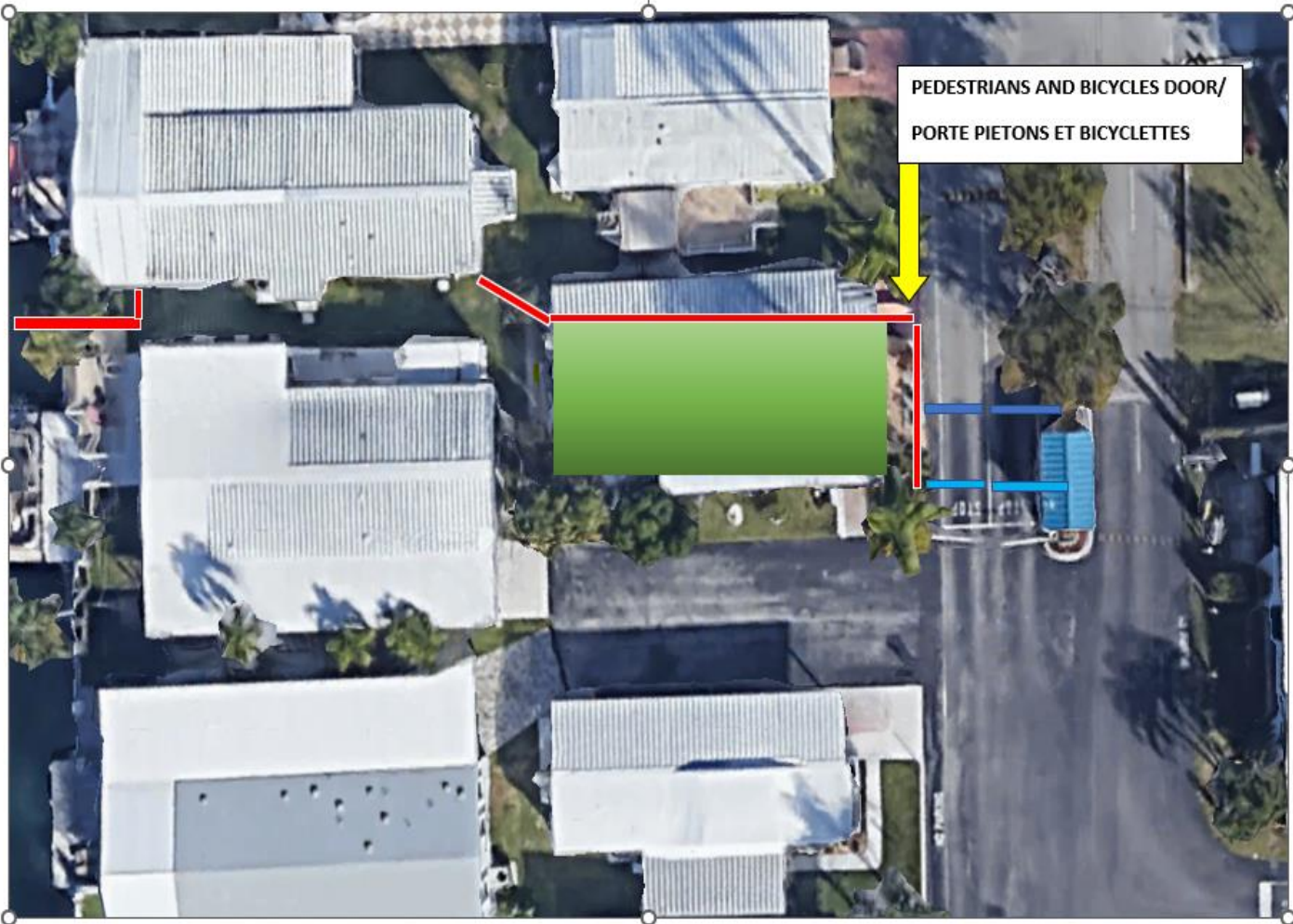
FENCES/CLOTURES



PEDESTRIANS AND BICYCLES DOOR/
PORTE PIETONS ET BICYCLETES



L
A
K
E



Two entrances for vehicles

- Residents' entrance: reader reads badge and opens arm gate and motorized gate.
- Visitors and contractors entrance: use a call box. Once approved, arm gate and motorized gate open.

Pedestrians and bicyclists entrance

This entrance will be located right of the residents' car entrance. A door will allow access to pedestrians, bicycles, quadriporters and triporters (handicapped person's vehicles). No GOLF CARTS will be allowed through the pedestrians' entrance. Golf carts will access the park through the car entrances.

Exits

We currently have only one exit. With the new system our exit area would be split in two sections; one of 13 feet for the vehicles and one of 5 feet for the pedestrians, bicyclists and golf carts.

Contractors

We have a multitude of service providers and contractors; (A/C, electricians, plumbers, pest control, lawn and pool services, deliveries, Town and County employees, etc.) present daily in our park. The new system would allow us to select who is granted access or not.

Emergency services

This automated gate system is fully programmable and will give access to any emergency service. The firefighters have their own box. The ambulances and police dept. have a universal code that allows them to come in. In all cases, both doors open when the emergency system is activated.

Requirement to the Town of Pembroke Park

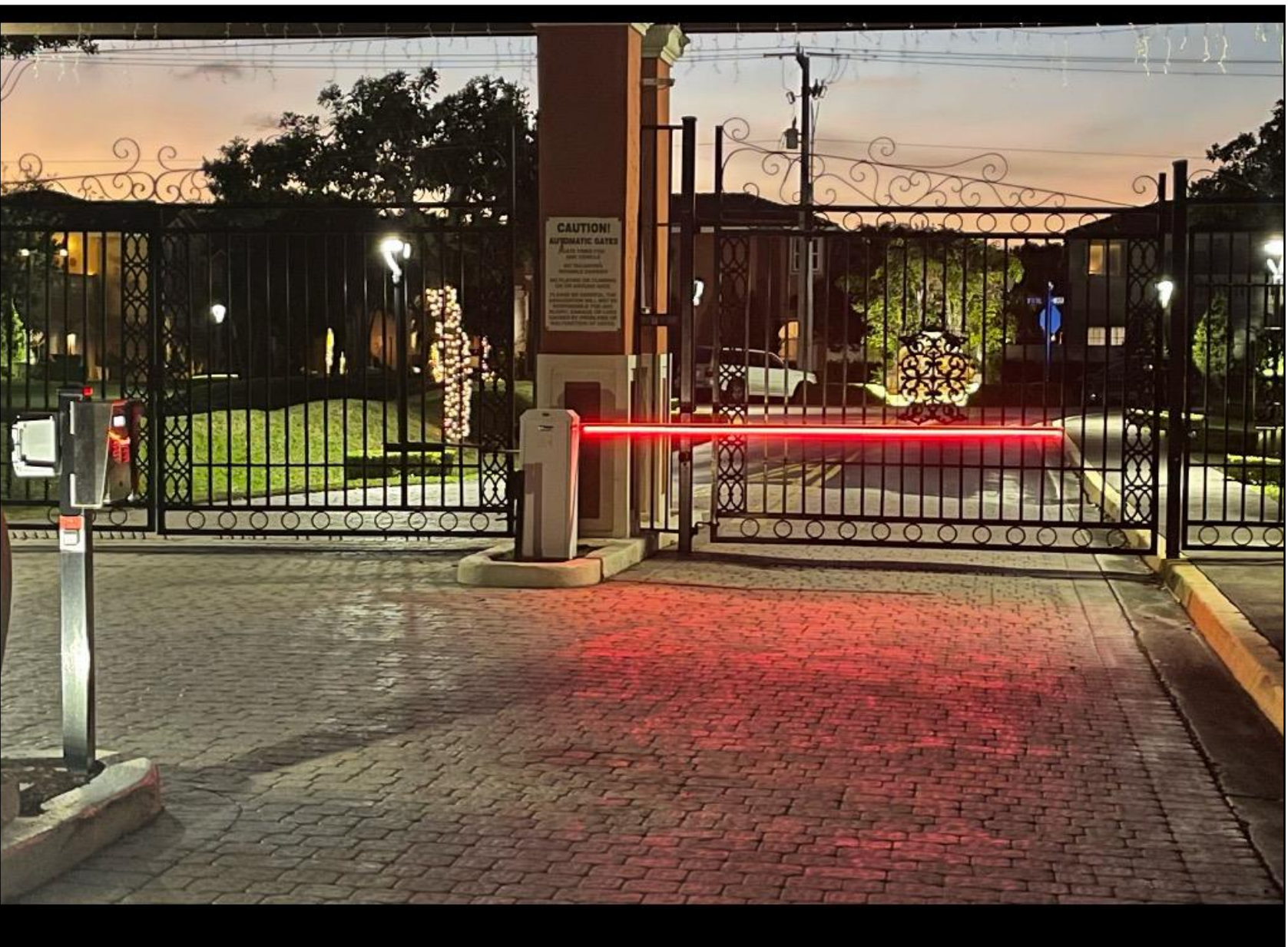
- Cables will have to be installed underground.
- Install some equipment on TPP side of the street (callbox, reader to replace the existing bar code reader).
- Modification of the median.
- Removal and replacement of two trees.
- Relocation of the fire hydrant.

- Next 4 slides: possible appearance of the proposed automated gates.











Arking Solutions Inc.

Att. Mr. JC Jimenez
Town of Pembroke Park Manager

Ref: PARK LAKE ESTATES CONTROL ACCESS PROJECT

Park Lakes Estate is a residential community under the City of Pembroke Park in Broward County.

The reference address is 224 Lake Shore Drive, Hallandale Fl. 33009, which is a house in the HOA property, across from which is the proposed access.

The access is from Hallandale Beach Blvd & Lake Shore Drive, with 1.320 feet to reach the Site of Work.

The object of this "CONTROL ACCESS" is to provide a Secure neighborhood for the Residents by controlling vehicular and pedestrian access.

Our Community has a total of 677 Residents, 40 of which live in the community year-round, and having its full occupancy from October 15th - May 15th.

The "Control Access" for the Vehicles will be a Lift Master Virtual Control Access System (Shown on Page C-4), for both Residents' and Visitors' vehicles, and includes Lift Arms, Motorized Aluminum Gates, and RFID (Radio Frequency Identification) points. This will be implemented for Entry Access and Exits.
(Shown on Page C-2)

To comply with the objective we must adjust the width of the roads for Emergency Vehicles, such as Fire and Rescue which use the Knox Box, by providing a width of 22'(min 20') for access and a 20' width for exit, granting the opening space for both gates and arms.

To reach this condition we must reduce the existing median from 9' to 4'-9" along 88' feet, replacing 2 existing trees and relocating an existing Fire Hydrant at the front median. (Shown in C-2).

We are showing all conditions in our set of plans, Existing and Proposed Site, Paving and Drainage, Signing and Marking, and Landscaping Plan.

We are available to talk with each appropriate department.

Best regards,

18268 SW 3rd. st. PEMBROKE PINES FL 33029
9940 NW 79 ave. HIALEAH FL 33016

phone: (305)-318-7703 | fax: (954)-442-9413

INCIDENT NUMBER	INCIDENT TYPE DESCRIPTION	BEAT NAME	INCIDENT DATE	FIRST UNIT DISPATCHED TIME	FIRST UNIT ARRIVED TIME	ROUTE CLOSED TIME	CUR RENT PRI ORI TY KEY	INCIDENT TYPE CODE	PRIMARY UNIT ID
FPK23080100001367	MENTAL ILLNESS	27A	08/01/2023 22:21:48	01/01/0001 00:00:00	01/01/0001 00:00:00	08/01/2023 22:23:39	4	S20	
FPK23080900001407	MENTAL ILLNESS	27A	08/09/2023 08:06:27	08/09/2023 08:06:39	08/09/2023 08:15:17	08/09/2023 09:27:28	4	S20	R27
FPK23082900001522	COMMERCIAL STRUCTURE FIRE	27A	08/29/2023 00:50:41	08/29/2023 00:50:52	08/29/2023 00:56:09	08/29/2023 01:39:41	1	S25CF	R27
FPK23081000001414	ELECTRICAL UTILITY FIRE	27B	08/10/2023 08:07:20	08/10/2023 08:07:30	01/01/0001 00:00:00	08/10/2023 08:16:54	2	S25EH	E27
FPK23083100001540	VEHICLE FIRE	27Y2	08/31/2023 08:44:05	08/31/2023 08:44:17	08/31/2023 08:51:10	08/31/2023 08:53:50	2	S25VF	E27
FPK23082400001500	ASSAULT	27B	08/24/2023 01:08:41	08/24/2023 01:09:01	08/24/2023 01:16:02	08/24/2023 01:28:01	3	S31IJ	R27
FPK23081000001417	SHOOTING	27B	08/10/2023 19:00:14	08/10/2023 19:00:27	08/10/2023 19:04:42	08/10/2023 19:28:26	1	S33	R31
FPK23081200001426	FIGHT	27A	08/12/2023 05:41:54	08/12/2023 05:42:32	01/01/0001 00:00:00	08/12/2023 05:46:36	3	S36IJ	R27
FPK23081000001418	DOMESTIC DISTURBANCE	27A	08/10/2023 21:37:04	08/10/2023 21:37:21	08/10/2023 21:45:30	08/10/2023 22:29:03	3	S38IJ	R7

FPK23082700001512	DOMESTIC DISTURBANCE	27B	08/27/2023 14:32:19	08/27/2023 14:32:34	08/27/2023 14:40:02	08/27/2023 14:57:21	3	S38IJ	R27
FPK23082600001507	HIT & RUN ON HIGHWAY	27Y2	08/26/2023 00:35:23	08/26/2023 00:36:02	08/26/2023 00:45:55	08/26/2023 00:50:15	2	S3H	R27
FPK23082900001528	HIT & RUN ON HIGHWAY	27Y2	08/29/2023 19:03:48	08/29/2023 19:04:03	01/01/0001 00:00:00	08/29/2023 19:17:10	2	S3H	R27
FPK23080300001373	HIT AND RUN WITH INJURIES	27Y2	08/03/2023 17:44:10	08/03/2023 17:44:30	08/03/2023 17:51:25	08/03/2023 18:27:14	2	S3I	R27
FPK23081200001434	HIT AND RUN WITH INJURIES	27Y2	08/12/2023 22:15:33	08/12/2023 22:16:09	08/12/2023 22:23:55	08/12/2023 22:37:24	2	S3I	R27
FPK23081800001458	TRAFFIC ACCIDENT STANDBY	27B	08/18/2023 00:20:04	08/18/2023 00:20:53	08/18/2023 00:31:09	08/18/2023 00:48:21	4	S4	E7
FPK23080200001368	FIRE ALARM - COMMERCIAL STRUCTURE	27A	08/02/2023 15:55:28	08/02/2023 15:55:43	08/02/2023 16:02:15	08/02/2023 16:11:40	3	S49CF	E27
FPK23080500001388	FIRE ALARM - COMMERCIAL STRUCTURE	27B	08/05/2023 12:42:59	08/05/2023 12:43:19	08/05/2023 12:48:59	08/05/2023 13:37:55	3	S49CF	E27
FPK23081300001439	FIRE ALARM - COMMERCIAL STRUCTURE	27A	08/13/2023 17:20:01	08/13/2023 17:20:14	08/13/2023 17:25:25	08/13/2023 17:46:05	3	S49CF	E27
FPK23081300001441	FIRE ALARM - COMMERCIAL STRUCTURE	27B	08/13/2023 18:29:13	08/13/2023 18:29:21	08/13/2023 18:35:47	08/13/2023 18:47:13	3	S49CF	E7
FPK23081700001456	FIRE ALARM - COMMERCIAL STRUCTURE	27B	08/17/2023 13:22:43	08/17/2023 13:23:02	08/17/2023 13:29:31	08/17/2023 13:34:05	3	S49CF	E27

FPK23082200001494	FIRE ALARM - COMMERCIAL STRUCTURE	27B	08/22/2023 15:07:25	08/22/2023 15:07:42	08/22/2023 15:13:03	08/22/2023 15:26:00	3	S49CF	E27
FPK23082600001508	FIRE ALARM - COMMERCIAL STRUCTURE	27A	08/26/2023 09:11:07	08/26/2023 09:11:18	08/26/2023 09:17:21	08/26/2023 09:20:32	3	S49CF	E27
FPK23081600001449	MEDICAL ALARM	27A	08/16/2023 08:12:23	08/16/2023 08:12:43	08/16/2023 08:18:50	08/16/2023 08:34:40	3	S49M	R227
FPK23080400001377	ACCIDENT HIGHWAY	27Y1	08/04/2023 09:51:57	08/04/2023 09:52:15	08/04/2023 09:57:10	08/04/2023 10:14:34	2	S4H	R90
FPK23080400001378	ACCIDENT HIGHWAY	27Y1	08/04/2023 09:54:05	01/01/0001 00:00:00	01/01/0001 00:00:00	08/04/2023 10:06:32	2	S4H	
FPK23080400001380	ACCIDENT HIGHWAY	27Y2	08/04/2023 14:49:07	08/04/2023 14:49:23	08/04/2023 14:57:40	08/04/2023 15:04:38	2	S4H	R17
FPK23080400001381	ACCIDENT HIGHWAY	27Y2	08/04/2023 14:53:07	01/01/0001 00:00:00	01/01/0001 00:00:00	08/04/2023 14:54:43	2	S4H	
FPK23080500001382	ACCIDENT HIGHWAY	27Y2	08/05/2023 01:04:08	08/05/2023 01:04:21	08/05/2023 01:14:33	08/05/2023 02:09:19	2	S4H	R27
FPK23080500001389	ACCIDENT HIGHWAY	27Y1	08/05/2023 13:42:32	08/05/2023 13:42:49	08/05/2023 13:52:47	08/05/2023 14:41:31	2	S4H	R27
FPK23080600001393	ACCIDENT HIGHWAY	27Y2	08/06/2023 04:32:22	08/06/2023 04:32:40	08/06/2023 04:41:36	08/06/2023 04:53:40	2	S4H	R27
FPK23080900001411	ACCIDENT HIGHWAY	27Y2	08/09/2023 18:20:40	08/09/2023 18:21:01	08/09/2023 18:31:22	08/09/2023 18:39:23	2	S4H	R7

FPK23080500001383	ACCIDENT HIGHWAY	27Y1	08/05/2023 04:11:18	08/05/2023 04:11:40	08/05/2023 04:21:44	08/05/2023 04:24:44	2	S4H	R27
FPK23081000001415	ACCIDENT HIGHWAY	27Y1	08/10/2023 14:12:37	08/10/2023 14:13:10	08/10/2023 14:18:48	08/10/2023 14:25:17	2	S4H	R27
FPK23080100001364	ACCIDENT HIGHWAY	27Y2	08/01/2023 09:46:40	08/01/2023 09:46:51	01/01/0001 00:00:00	08/01/2023 09:55:52	2	S4H	R27
FPK23081300001436	ACCIDENT HIGHWAY	27Y2	08/13/2023 00:14:20	08/13/2023 00:14:46	08/13/2023 00:24:13	08/13/2023 00:43:35	2	S4H	R90
FPK23080800001402	ACCIDENT HIGHWAY	27Y2	08/08/2023 05:34:58	08/08/2023 05:36:01	08/08/2023 05:45:33	08/08/2023 06:44:44	2	S4H	R227
FPK23081400001442	ACCIDENT HIGHWAY	27Y1	08/14/2023 03:51:49	08/14/2023 03:52:10	08/14/2023 04:00:31	08/14/2023 06:24:58	2	S4H	R27
FPK23081800001461	ACCIDENT HIGHWAY	27Y1	08/18/2023 15:09:22	08/18/2023 15:09:40	08/18/2023 15:16:47	08/18/2023 15:21:47	2	S4H	R27
FPK23081800001462	ACCIDENT HIGHWAY	27Y1	08/18/2023 20:28:09	08/18/2023 20:28:22	08/18/2023 20:34:40	08/18/2023 20:50:49	2	S4H	R27
FPK23081800001463	ACCIDENT HIGHWAY	27Y1	08/18/2023 20:54:04	08/18/2023 20:54:24	08/18/2023 20:54:54	08/18/2023 21:12:04	2	S4H	R27
FPK23081800001467	ACCIDENT HIGHWAY	27Y1	08/18/2023 23:08:35	08/18/2023 23:09:01	08/18/2023 23:16:19	08/18/2023 23:20:03	2	S4H	R27
FPK23081900001472	ACCIDENT HIGHWAY	27Y1	08/19/2023 08:58:49	08/19/2023 08:59:01	08/19/2023 09:05:26	08/19/2023 09:47:21	2	S4H	R27

FPK23082000001475	ACCIDENT HIGHWAY	27Y1	08/20/2023 03:18:36	08/20/2023 03:19:00	08/20/2023 03:26:02	08/20/2023 03:57:12	2	S4H	R27
FPK23082000001476	ACCIDENT HIGHWAY	27Y1	08/20/2023 03:24:52	08/20/2023 03:25:19	01/01/0001 00:00:00	08/20/2023 03:30:17	2	S4H	R227
FPK23081800001466	ACCIDENT HIGHWAY	27Y1	08/18/2023 22:08:27	08/18/2023 22:08:40	08/18/2023 22:14:55	08/18/2023 22:25:13	2	S4H	R7
FPK23082200001493	ACCIDENT HIGHWAY	27Y1	08/22/2023 12:37:12	08/22/2023 12:37:38	08/22/2023 12:42:02	08/22/2023 13:53:22	2	S4H	R227
FPK23082000001480	ACCIDENT HIGHWAY	27Y1	08/20/2023 14:14:17	08/20/2023 14:15:36	08/20/2023 14:22:09	08/20/2023 14:30:24	2	S4H	R27
FPK23082500001506	ACCIDENT HIGHWAY	27Y1	08/25/2023 22:35:19	08/25/2023 22:36:01	08/25/2023 22:43:32	08/25/2023 22:44:01	2	S4H	R227
FPK23082800001515	ACCIDENT HIGHWAY	27Y1	08/28/2023 12:55:00	08/28/2023 12:55:08	08/28/2023 13:03:12	08/28/2023 15:55:21	2	S4H	R7
FPK23082800001517	ACCIDENT HIGHWAY	27Y1	08/28/2023 14:18:55	08/28/2023 14:24:40	08/28/2023 14:34:53	08/28/2023 14:42:30	2	S4H	R7
FPK23082800001518	ACCIDENT HIGHWAY	27Y2	08/28/2023 16:45:10	08/28/2023 16:46:07	08/28/2023 16:56:25	08/28/2023 17:50:19	2	S4H	R27
FPK23082800001519	ACCIDENT HIGHWAY	27Y2	08/28/2023 16:48:04	01/01/0001 00:00:00	01/01/0001 00:00:00	08/28/2023 16:48:18	2	S4H	
FPK23082900001523	ACCIDENT HIGHWAY	27Y2	08/29/2023 02:26:14	08/29/2023 02:26:28	08/29/2023 02:32:01	08/29/2023 02:36:11	2	S4H	R27

FPK23082900001525	ACCIDENT HIGHWAY	27Y2	08/29/2023 15:02:18	08/29/2023 15:02:36	08/29/2023 15:11:00	08/29/2023 15:13:44	2	S4H	R27
FPK23082900001526	ACCIDENT HIGHWAY	27Y1	08/29/2023 16:30:19	08/29/2023 16:30:39	08/29/2023 16:41:23	08/29/2023 17:25:49	2	S4H	R27
FPK23083100001539	ACCIDENT HIGHWAY	27Y1	08/31/2023 02:10:57	08/31/2023 02:11:16	08/31/2023 02:14:22	08/31/2023 02:17:44	2	S4H	R27
FPK23082800001520	ACCIDENT HIGHWAY	27Y2	08/28/2023 16:48:14	01/01/0001 00:00:00	01/01/0001 00:00:00	08/28/2023 16:48:21	2	S4H	
FPK23080600001392	ACCIDENT WITH INJURIES	27B	08/06/2023 02:23:03	08/06/2023 02:23:18	08/06/2023 02:28:58	08/06/2023 03:43:59	2	S4I	R27
FPK23080600001394	ACCIDENT WITH INJURIES	27A	08/06/2023 05:42:21	08/06/2023 05:42:46	08/06/2023 05:47:52	08/06/2023 06:20:15	2	S4I	R27
FPK23080500001384	ACCIDENT WITH INJURIES	27A	08/05/2023 07:24:24	08/05/2023 07:25:04	08/05/2023 07:26:06	08/05/2023 07:33:17	2	S4I	R27
FPK23080900001406	ACCIDENT WITH INJURIES	27Y2	08/09/2023 05:48:52	08/09/2023 05:49:24	01/01/0001 00:00:00	08/09/2023 05:54:42	2	S4I	R27
FPK23081600001450	ACCIDENT WITH INJURIES	27B	08/16/2023 15:40:44	08/16/2023 15:40:59	08/16/2023 15:48:17	08/16/2023 15:50:45	2	S4I	R27
FPK23081800001460	ACCIDENT WITH INJURIES	27B	08/18/2023 14:22:41	08/18/2023 14:23:17	01/01/0001 00:00:00	08/18/2023 14:27:36	2	S4I	R27
FPK23082000001478	ACCIDENT WITH INJURIES	27B	08/20/2023 12:18:20	08/20/2023 12:18:41	08/20/2023 12:23:05	08/20/2023 13:19:31	2	S4I	R27

FPK23082000001481	ACCIDENT WITH INJURIES	27A	08/20/2023 20:49:25	08/20/2023 20:49:46	08/20/2023 20:54:48	08/20/2023 20:58:31	2	S4I	R27
FPK23082800001516	ACCIDENT WITH INJURIES	27Y2	08/28/2023 14:15:31	08/28/2023 14:19:10	08/28/2023 14:26:20	08/28/2023 14:52:35	2	S4I	R227
FPK23081200001433	ACCIDENT WITH INJURIES	27B	08/12/2023 16:14:41	08/12/2023 16:15:32	08/12/2023 16:15:44	08/12/2023 16:26:14	2	S4I	R27
FPK23082300001498	ACCIDENT WITH INJURIES	27B	08/23/2023 09:26:33	08/23/2023 09:26:50	08/23/2023 09:26:57	08/23/2023 09:54:01	2	S4I	R27
FPK23082100001485	ACCIDENT WITH INJURIES	27B	08/21/2023 06:24:22	08/21/2023 06:24:43	08/21/2023 06:31:49	08/21/2023 06:37:33	2	S4I	R27
FPK23082000001479	ACCIDENT WITH FIRE	27B	08/20/2023 12:23:11	01/01/0001 00:00:00	01/01/0001 00:00:00	08/20/2023 12:24:00	1	S4VF	
FPK23081000001419	ABDOMINAL PAIN	27A	08/10/2023 22:31:48	08/10/2023 22:32:01	08/10/2023 22:35:00	08/10/2023 23:06:40	2	S67AP	R227
FPK23080600001395	ABDOMINAL PAIN	27B	08/06/2023 11:05:27	08/06/2023 11:05:40	08/06/2023 11:11:23	08/06/2023 11:46:23	2	S67AP	R27
FPK23082100001490	ABDOMINAL PAIN	27A	08/21/2023 21:23:58	08/21/2023 21:24:13	08/21/2023 21:29:41	08/21/2023 22:19:58	2	S67AP	R27
FPK23082400001501	ABDOMINAL PAIN	27A	08/24/2023 02:20:30	08/24/2023 02:20:47	08/24/2023 02:26:05	08/24/2023 03:18:16	2	S67AP	R27
FPK23083100001538	ABDOMINAL PAIN	27A	08/31/2023 01:25:02	08/31/2023 01:25:18	08/31/2023 01:33:27	08/31/2023 02:10:37	2	S67AP	R27

FPK23082300001499	BACK PAIN	27B	08/23/2023 19:05:42	08/23/2023 19:05:54	08/23/2023 19:11:52	08/23/2023 19:39:37	3	S67BP	R27
FPK23082100001483	BURN	27A	08/21/2023 00:07:13	08/21/2023 00:07:28	08/21/2023 00:14:43	08/21/2023 00:30:06	2	S67BU	R227
FPK23082100001484	BURN	27A	08/21/2023 00:09:32	01/01/0001 00:00:00	01/01/0001 00:00:00	08/21/2023 00:10:16	2	S67BU	
FPK23080100001365	CHEST PAINS NON- TRAUMATIC	27B	08/01/2023 14:56:02	08/01/2023 14:56:56	08/01/2023 15:02:35	08/01/2023 15:57:09	1	S67CP	R27
FPK23080900001408	CHEST PAINS NON- TRAUMATIC	27A	08/09/2023 08:53:53	08/09/2023 08:54:03	08/09/2023 08:57:52	08/09/2023 09:45:03	1	S67CP	R227
FPK23082900001527	CHEST PAINS NON- TRAUMATIC	27B	08/29/2023 16:42:28	08/29/2023 16:42:53	08/29/2023 16:49:16	08/29/2023 17:13:05	1	S67CP	R227
FPK23083000001535	CARDIAC/RESPIRATORY ARREST	27B	08/30/2023 19:50:47	08/30/2023 19:51:28	08/30/2023 19:57:13	08/30/2023 20:47:16	1	S67CR	R27
FPK23081000001413	DIABETIC	27A	08/10/2023 00:45:59	08/10/2023 00:46:08	08/10/2023 00:47:12	08/10/2023 01:21:46	2	S67DB	R227
FPK23081600001447	DIABETIC	27A	08/16/2023 01:36:58	08/16/2023 01:37:13	08/16/2023 01:42:57	08/16/2023 02:09:55	2	S67DB	R27
FPK23082100001489	DIABETIC	27A	08/21/2023 18:21:48	08/21/2023 18:22:19	08/21/2023 18:26:39	08/21/2023 18:41:49	2	S67DB	R27
FPK23082000001477	DIABETIC	27B	08/20/2023 09:43:14	08/20/2023 09:43:29	08/20/2023 09:49:39	08/20/2023 10:52:57	2	S67DB	R27

FPK23080500001387	EXPOSURE HEAT OR COLD	27A	08/05/2023 10:26:52	01/01/0001 00:00:00	01/01/0001 00:00:00	08/05/2023 10:28:35	3	S67EX	
FPK23080500001390	FALL NO INJURY	27A	08/05/2023 14:40:51	08/05/2023 14:41:19	08/05/2023 14:49:51	08/05/2023 14:50:53	4	S67F	E27
FPK23081100001422	FALL NO INJURY	27A	08/11/2023 06:04:40	08/11/2023 06:04:57	08/11/2023 06:10:38	08/11/2023 06:48:31	4	S67F	E27
FPK23082400001502	FALL NO INJURY	27A	08/24/2023 19:24:29	08/24/2023 19:24:47	08/24/2023 19:32:01	08/24/2023 20:24:02	4	S67F	E27
FPK23082700001514	FALL NO INJURY	27A	08/27/2023 22:41:52	08/27/2023 22:42:07	08/27/2023 22:48:27	08/27/2023 23:47:26	4	S67F	E27
FPK23082300001497	FALL NO INJURY	27B	08/23/2023 08:04:57	08/23/2023 08:05:15	08/23/2023 08:23:41	08/23/2023 09:22:26	4	S67F	E27
FPK23080400001379	FALL INJURY	27B	08/04/2023 13:05:29	08/04/2023 13:05:54	01/01/0001 00:00:00	08/04/2023 13:15:04	3	S67FI	R27
FPK23080100001366	FALL INJURY	27A	08/01/2023 21:45:03	08/01/2023 21:45:20	08/01/2023 21:50:24	08/01/2023 22:28:02	3	S67FI	R27
FPK23080500001385	FALL INJURY	27B	08/05/2023 08:02:19	08/05/2023 08:02:36	08/05/2023 08:07:34	08/05/2023 08:50:25	3	S67FI	R27
FPK23080600001396	FALL INJURY	27A	08/06/2023 17:04:35	08/06/2023 17:05:08	08/06/2023 17:10:57	08/06/2023 17:13:53	3	S67FI	R27
FPK23080800001401	FALL INJURY	27A	08/08/2023 05:34:17	08/08/2023 05:34:48	08/08/2023 05:40:36	08/08/2023 06:45:10	3	S67FI	R27

FPK23080800001404	FALL INJURY	27A	08/08/2023 18:56:44	08/08/2023 18:56:59	08/08/2023 19:02:48	08/08/2023 20:05:02	3	S67FI	R27
FPK23081100001421	FALL INJURY	27B	08/11/2023 05:01:29	08/11/2023 05:02:33	08/11/2023 05:06:21	08/11/2023 05:54:23	3	S67FI	R27
FPK23081000001412	FALL INJURY	27A	08/10/2023 00:09:27	08/10/2023 00:09:41	08/10/2023 00:16:39	08/10/2023 00:46:46	3	S67FI	R27
FPK23080700001397	FALL INJURY	27A	08/07/2023 12:46:59	08/07/2023 12:47:08	08/07/2023 12:51:08	08/07/2023 13:05:57	3	S67FI	R27
FPK23081200001431	FALL INJURY	27B	08/12/2023 15:06:51	08/12/2023 15:06:57	01/01/0001 00:00:00	08/12/2023 15:08:35	3	S67FI	R27
FPK23081300001437	FALL INJURY	27A	08/13/2023 09:47:05	08/13/2023 09:47:20	08/13/2023 09:52:21	08/13/2023 10:32:30	3	S67FI	R27
FPK23081300001440	FALL INJURY	27B	08/13/2023 18:28:29	08/13/2023 18:28:41	08/13/2023 18:43:09	08/13/2023 19:10:53	3	S67FI	R27
FPK23081500001444	FALL INJURY	27A	08/15/2023 03:12:47	08/15/2023 03:13:03	08/15/2023 03:18:47	08/15/2023 03:52:38	3	S67FI	R27
FPK23081500001446	FALL INJURY	27A	08/15/2023 08:42:10	08/15/2023 08:42:24	01/01/0001 00:00:00	08/15/2023 08:44:09	3	S67FI	R227
FPK23083000001532	FALL INJURY	27A	08/30/2023 07:34:01	08/30/2023 07:34:12	08/30/2023 07:43:49	08/30/2023 08:00:04	3	S67FI	R27
FPK23082900001530	HEADACHE	27A	08/29/2023 22:10:17	08/29/2023 22:10:48	08/29/2023 22:17:04	08/29/2023 22:38:23	3	S67HE	R27

FPK23080300001372	HEMORRHAGE OR LACERATION	27A	08/03/2023 02:32:48	08/03/2023 02:33:01	08/03/2023 02:41:15	08/03/2023 02:48:13	2	S67HM	R27
FPK23080800001403	HEMORRHAGE OR LACERATION	27B	08/08/2023 13:18:11	08/08/2023 13:18:34	08/08/2023 13:25:27	08/08/2023 14:01:05	2	S67HM	R7
FPK23081200001430	HEMORRHAGE OR LACERATION	27A	08/12/2023 12:39:22	08/12/2023 12:39:32	08/12/2023 12:44:46	08/12/2023 13:19:35	2	S67HM	R27
FPK23081100001424	HEMORRHAGE OR LACERATION	27B	08/11/2023 20:20:47	08/11/2023 20:21:26	08/11/2023 20:25:37	08/11/2023 21:05:46	2	S67HM	R27
FPK23082900001524	HEMORRHAGE OR LACERATION	27B	08/29/2023 08:41:19	08/29/2023 08:41:31	08/29/2023 08:52:20	08/29/2023 09:56:59	2	S67HM	R27
FPK23080500001391	HEART PROBLEMS	27B	08/05/2023 16:40:46	08/05/2023 16:41:23	08/05/2023 16:46:20	08/05/2023 17:19:41	2	S67HP	R27
FPK23080700001398	HEART PROBLEMS	27A	08/07/2023 16:40:20	08/07/2023 16:40:35	08/07/2023 16:46:49	08/07/2023 17:55:10	2	S67HP	R27
FPK23081900001473	HEART PROBLEMS	27A	08/19/2023 20:11:57	08/19/2023 20:12:13	08/19/2023 20:19:30	08/19/2023 20:37:39	2	S67HP	R27
FPK23082800001521	HEART PROBLEMS	27A	08/28/2023 23:31:16	08/28/2023 23:31:29	08/28/2023 23:46:30	08/29/2023 00:23:19	2	S67HP	R27
FPK23082500001504	HEART PROBLEMS	27A	08/25/2023 13:27:28	08/25/2023 13:27:37	01/01/0001 00:00:00	08/25/2023 14:30:35	2	S67HP	R27
FPK23081700001455	INJURY	27A	08/17/2023 12:43:05	08/17/2023 12:48:38	08/17/2023 13:01:03	08/17/2023 13:04:13	3	S67IJ	R201

FPK23081800001457	INJURY	27Y2	08/18/2023 00:13:56	08/18/2023 00:14:41	08/18/2023 00:22:29	08/18/2023 01:11:33	3	S67IJ	R27
FPK23081900001468	INJURY	27B	08/19/2023 04:27:01	08/19/2023 04:27:10	08/19/2023 04:35:32	08/19/2023 05:30:52	3	S67IJ	R27
FPK23082300001495	INJURY	27A	08/23/2023 01:24:10	08/23/2023 01:24:33	08/23/2023 01:32:20	08/23/2023 02:13:56	3	S67IJ	R27
FPK23082500001503	INJURY	27A	08/25/2023 00:22:57	08/25/2023 00:23:17	08/25/2023 00:32:57	08/25/2023 00:52:58	3	S67IJ	R27
FPK23080300001371	UNCONSCIOUS OR FAINTING	27A	08/03/2023 00:58:52	08/03/2023 00:59:01	08/03/2023 01:05:26	08/03/2023 01:46:08	1	S67PO	R227
FPK23080800001399	UNCONSCIOUS OR FAINTING	27B	08/08/2023 02:15:04	08/08/2023 02:15:22	08/08/2023 02:23:15	08/08/2023 03:05:48	1	S67PO	R27
FPK23081700001452	UNCONSCIOUS OR FAINTING	27A	08/17/2023 04:02:14	08/17/2023 04:02:22	01/01/0001 00:00:00	08/17/2023 04:05:13	1	S67PO	R227
FPK23081200001428	UNCONSCIOUS OR FAINTING	27A	08/12/2023 09:49:19	08/12/2023 09:49:31	08/12/2023 09:53:47	08/12/2023 10:49:12	1	S67PO	R227
FPK23081000001416	UNCONSCIOUS OR FAINTING	27A	08/10/2023 17:57:21	08/10/2023 17:57:35	08/10/2023 18:02:46	08/10/2023 18:44:25	1	S67PO	R227
FPK23080900001405	UNCONSCIOUS OR FAINTING	27A	08/09/2023 03:01:54	08/09/2023 03:02:02	08/09/2023 03:09:50	08/09/2023 03:36:16	1	S67PO	R227
FPK23081900001469	UNCONSCIOUS OR FAINTING	27B	08/19/2023 05:20:19	08/19/2023 05:20:39	08/19/2023 05:29:07	08/19/2023 06:18:49	1	S67PO	R227

FPK23081900001471	UNCONSCIOUS OR FAINTING	27Y1	08/19/2023 07:55:10	08/19/2023 07:55:22	08/19/2023 08:01:47	08/19/2023 08:04:20	1	S67PO	R27
FPK23081900001474	UNCONSCIOUS OR FAINTING	27A	08/19/2023 20:39:10	08/19/2023 20:39:28	08/19/2023 20:43:17	08/19/2023 20:53:42	1	S67PO	R27
FPK23082700001513	UNCONSCIOUS OR FAINTING	27B	08/27/2023 18:55:07	08/27/2023 18:55:21	08/27/2023 19:08:26	08/27/2023 19:54:51	1	S67PO	R27
FPK23080400001375	UNCONSCIOUS OR FAINTING	27A	08/04/2023 04:59:33	08/04/2023 04:59:45	08/04/2023 05:07:34	08/04/2023 05:44:38	1	S67PO	R90
FPK23080900001410	UNCONSCIOUS OR FAINTING	27A	08/09/2023 17:27:12	08/09/2023 17:27:54	08/09/2023 17:33:35	08/09/2023 18:22:24	1	S67PO	R27
FPK23083100001541	UNCONSCIOUS OR FAINTING	27B	08/31/2023 13:33:44	08/31/2023 13:33:52	08/31/2023 13:41:40	08/31/2023 14:36:16	1	S67PO	R227
FPK23080800001400	SICK PERSON	27A	08/08/2023 04:47:59	08/08/2023 04:48:17	08/08/2023 04:55:27	08/08/2023 05:13:47	4	S67SP	R27
FPK23081200001432	SICK PERSON	27A	08/12/2023 15:18:33	08/12/2023 15:18:42	08/12/2023 15:23:39	08/12/2023 16:12:39	4	S67SP	R27
FPK23080300001374	SICK PERSON	27B	08/03/2023 18:52:05	08/03/2023 18:52:56	08/03/2023 18:53:07	08/03/2023 19:42:37	4	S67SP	R227
FPK23081400001443	SICK PERSON	27A	08/14/2023 12:53:35	08/14/2023 12:54:04	08/14/2023 13:00:42	08/14/2023 13:42:04	4	S67SP	R27
FPK23081300001438	SICK PERSON	27A	08/13/2023 14:11:27	08/13/2023 14:11:43	08/13/2023 14:16:20	08/13/2023 15:05:56	4	S67SP	R27

FPK23081500001445	SICK PERSON	27A	08/15/2023 08:07:17	08/15/2023 08:07:27	08/15/2023 08:12:00	08/15/2023 08:48:40	4	S67SP	R27
FPK23081900001470	SICK PERSON	27B	08/19/2023 06:33:54	08/19/2023 06:34:07	08/19/2023 06:42:14	08/19/2023 07:23:01	4	S67SP	R27
FPK23082200001492	SICK PERSON	27A	08/22/2023 12:13:03	08/22/2023 12:13:18	08/22/2023 12:17:52	08/22/2023 12:57:56	4	S67SP	R27
FPK23081100001423	SICK PERSON	27A	08/11/2023 11:03:33	08/11/2023 11:03:50	08/11/2023 11:08:28	08/11/2023 12:02:40	4	S67SP	R27
FPK23081800001464	SICK PERSON	27Y1	08/18/2023 21:20:14	08/18/2023 21:20:24	08/18/2023 21:28:39	08/18/2023 21:59:30	4	S67SP	R27
FPK23082600001509	SICK PERSON	27B	08/26/2023 16:58:19	08/26/2023 16:58:28	08/26/2023 17:03:46	08/26/2023 17:34:07	4	S67SP	R227
FPK23082300001496	SICK PERSON	27A	08/23/2023 06:35:37	08/23/2023 06:35:55	08/23/2023 06:41:38	08/23/2023 07:47:09	4	S67SP	R27
FPK23082900001531	SICK PERSON	27B	08/29/2023 22:24:31	08/29/2023 22:24:40	08/29/2023 22:37:54	08/29/2023 23:08:57	4	S67SP	R227
FPK23082100001487	SICK PERSON	27A	08/21/2023 12:58:30	08/21/2023 12:59:01	08/21/2023 13:03:58	08/21/2023 13:42:54	4	S67SP	R27
FPK23081600001448	SICK PERSON	27A	08/16/2023 08:01:09	08/16/2023 08:01:33	08/16/2023 08:07:30	08/16/2023 09:06:41	4	S67SP	R27
FPK23081700001453	SEIZURE	27A	08/17/2023 08:05:14	08/17/2023 08:05:23	08/17/2023 08:11:10	08/17/2023 08:51:06	2	S67SZ	R27

FPK23081800001459	SEIZURE	27B	08/18/2023 10:28:43	08/18/2023 10:28:55	08/18/2023 10:33:41	08/18/2023 11:08:44	2	S67SZ	R27
FPK23080200001370	TROUBLE BREATHING	27A	08/02/2023 23:02:50	08/02/2023 23:03:13	08/02/2023 23:11:23	08/03/2023 00:16:45	2	S67TB	R227
FPK23080400001376	TROUBLE BREATHING	27A	08/04/2023 06:33:17	08/04/2023 06:33:31	08/04/2023 06:40:16	08/04/2023 07:48:15	2	S67TB	R227
FPK23080200001369	TROUBLE BREATHING	27B	08/02/2023 21:09:09	08/02/2023 21:09:35	08/02/2023 21:14:53	08/02/2023 21:50:40	2	S67TB	R27
FPK23080900001409	TROUBLE BREATHING	27B	08/09/2023 12:17:23	08/09/2023 12:17:37	08/09/2023 12:25:35	08/09/2023 13:29:13	2	S67TB	R27
FPK23081200001429	TROUBLE BREATHING	27A	08/12/2023 10:52:35	08/12/2023 10:52:45	08/12/2023 10:59:37	08/12/2023 12:00:30	2	S67TB	R27
FPK23081200001435	TROUBLE BREATHING	27A	08/12/2023 23:44:18	08/12/2023 23:44:33	08/12/2023 23:52:22	08/13/2023 00:25:40	2	S67TB	R27
FPK23081200001427	TROUBLE BREATHING	27A	08/12/2023 07:50:37	08/12/2023 07:50:48	08/12/2023 07:58:07	08/12/2023 08:17:22	2	S67TB	R227
FPK23081700001454	TROUBLE BREATHING	27B	08/17/2023 12:02:10	08/17/2023 12:03:25	08/17/2023 12:13:37	08/17/2023 12:24:15	2	S67TB	R27
FPK23081100001420	TROUBLE BREATHING	27A	08/11/2023 04:01:39	08/11/2023 04:01:51	08/11/2023 04:08:58	08/11/2023 05:00:16	2	S67TB	R27
FPK23081800001465	TROUBLE BREATHING	27A	08/18/2023 21:59:52	08/18/2023 22:00:01	01/01/0001 00:00:00	08/18/2023 22:57:16	2	S67TB	R27

FPK23082000001482	TROUBLE BREATHING	27A	08/20/2023 23:28:30	08/20/2023 23:28:51	08/20/2023 23:34:42	08/21/2023 00:18:33	2	S67TB	R27
FPK23082100001486	TROUBLE BREATHING	27A	08/21/2023 07:37:09	08/21/2023 07:37:28	08/21/2023 07:43:29	08/21/2023 08:32:33	2	S67TB	R227
FPK23082100001491	TROUBLE BREATHING	27B	08/21/2023 23:06:15	08/21/2023 23:07:05	08/21/2023 23:15:05	08/22/2023 00:03:51	2	S67TB	R27
FPK23082500001505	TROUBLE BREATHING	27B	08/25/2023 22:22:43	08/25/2023 22:23:04	08/25/2023 22:28:21	08/25/2023 22:56:11	2	S67TB	R27
FPK23082700001511	TROUBLE BREATHING	27A	08/27/2023 02:44:24	08/27/2023 02:44:41	08/27/2023 02:53:08	08/27/2023 03:46:02	2	S67TB	R27
FPK23082600001510	TROUBLE BREATHING	27A	08/26/2023 20:31:01	08/26/2023 20:31:47	08/26/2023 20:37:21	08/26/2023 21:16:47	2	S67TB	R27
FPK23082100001488	TROUBLE BREATHING	27A	08/21/2023 15:32:21	08/21/2023 15:32:57	08/21/2023 15:38:47	08/21/2023 16:16:00	2	S67TB	R227
FPK23083000001536	TROUBLE BREATHING	27A	08/30/2023 21:27:06	08/30/2023 21:27:29	08/30/2023 21:35:50	08/30/2023 22:24:46	2	S67TB	R27
FPK23083000001537	TROUBLE BREATHING	27A	08/30/2023 21:40:57	08/30/2023 21:41:24	08/30/2023 21:45:42	08/30/2023 22:26:49	2	S67TB	R90
FPK23083100001542	TROUBLE BREATHING	27B	08/31/2023 18:36:32	08/31/2023 18:36:45	01/01/0001 00:00:00	08/31/2023 18:39:18	2	S67TB	R27
FPK23083000001534	TROUBLE BREATHING	27A	08/30/2023 15:26:57	08/30/2023 15:27:24	08/30/2023 15:32:29	08/30/2023 16:13:33	2	S67TB	R27

FPK23080500001386	UNKNOWN MEDICAL	27A	08/05/2023 10:26:41	08/05/2023 10:26:59	08/05/2023 10:32:30	08/05/2023 11:26:34	3	S67UM	R227
FPK23081200001425	UNKNOWN MEDICAL	27B	08/12/2023 01:51:16	08/12/2023 01:51:32	08/12/2023 01:57:10	08/12/2023 02:27:26	3	S67UM	R27
FPK23083000001533	UNKNOWN MEDICAL	27A	08/30/2023 10:50:44	08/30/2023 10:51:27	08/30/2023 10:55:54	08/30/2023 11:22:08	3	S67UM	R7
FPK23081600001451	FIRE OR MEDICAL SERVICE CALL	27A	08/16/2023 21:14:21	08/16/2023 21:14:37	08/16/2023 21:28:06	08/16/2023 21:36:50	4	S68	E27
FPK23082900001529	FIRE OR MEDICAL SERVICE CALL	27A	08/29/2023 21:05:33	08/29/2023 21:05:45	08/29/2023 21:13:41	08/29/2023 21:16:29	4	S68	E27

S4 ACCIDENT	52
S25 FIRE	3
S49 ALARM	8
S67 MEDICAL	114
S68 SERVICE CALL	2
TOTAL	179



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Monthly Status Report

August 2023

Summary:

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

By the Numbers

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Reviews Completed	Total Fees
August	60	173	33	16	320	265	\$268,575.00
July	49	67	30	17	291	218	\$152,879.00
June	46	65	26	175	658	208	\$49,290.00
May	288	92	248	45	497	238	\$241,922.00
April	233	61	232	209	415	289	\$274,348.00
March	310	31	298	229	685	586	\$82,604.00
February	65	64	48	67	559	556	\$124,325.00
January	92	80	56	55	544	287	\$120,754.00
December	93	87	76	85	512	390	\$203,901.00
November	96	101	74	92	405	369	\$118,072.00
October	105	149	67	66	574	354	\$230,378.00
Total	1437	970	1188	1056	5460	3760	\$1,867,048.00

The numbers remained on the high side for most categories.

By the Numbers

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

Large Construction Projects

District	Project	Description	Notes
Seneca Town Center			
1	Building 2	Building Shell	Working on buildout
1	Building 2	Building Shell	Working on buildout
Other Projects			
1	Coca Cola	Various Improvements	At different stages
1	Seneca Town Center	Wawa	Completion in 60 days
		Storage Building	Starting construction
		Hospital Building	Ready to Issue
4	Magnolia Townhomes	47 Townhomes	In review
5	Pembroke Villas	28 Townhomes	In approval stage
4	O'Reilly's	Free standing building	Construction progressing
4	Car Wash	Free standing building	Substantially complete

CFS - Calls Resulting in Dispatch					Percentage Change
INCIDENT TYPE	BREAKDOWN	JULY	AUGUST		AUGUST
ACCIDENTS	Hit and Run (3)	5	10		100%
	Regular (4)	27	29		7%
	Rollover (4E)	0	0		0%
	With Injuries (4I)	3	9		200%
	TOTAL ACCIDENTS	35	48		37%
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	23	42		83%
ARRESTS	Felony	5	4		-20%
	Misdemeanor	2	2		0%
	TOTAL ARRESTS	7	6		-14%
BURGLARY	Attempt (21A)	0	1		0%
	Commercial (21C)	0	1		0%
	Residential (21R)	1	1		0%
	Vehicle (21V)	3	3		0%
	TOTAL BURGLARIES	4	6		50%
DOMESTIC VIOLENCE (38)		5	2		-60%
INFORMATION (14)		29	23		-21%
LARCENY (30)		7	11		57%
MISSING PERSON (8)		2	0		-100%
PARKING COMPLAINTS (73)		11	33		200%
REPORTS (FIBRS AND CRASH)		127	143		13%
STOLEN VEHICLE (10)		4	3		-25%
STOLEN VEHICLE RECOVERED (10R)		4	5		25%
STOLEN TAG (9)		4	6		50%
		193	226		17%
TRAFFIC STOP (10-50)		118	18		-85%
CITATIONS		162	42		-74%
WARNINGS		12	1		-92%
	TOTAL CITATIONS	174	43		-75%
VANDALISM (40)		4	6		50%
TOTAL CALLS FOR SERVICE		558	395		-29%



Broward County

Legislation Details (With Text)

File #: 23-979 **Version:** 1

Status: Agenda Ready

In control: Regional Emergency - Office of Regional Communications and Technology

On agenda: 6/13/2023 **Final action:**

Title: MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1 - Second Amendment to PA and RILA

Date	Ver.	Action By	Action	Result
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Broward County Commission Regular Meeting

Director's Name: Tracy Jackson

Department: Regional Emerg Svcs & Comm **Division:** Office of Regional Comm & Tech

Information

Requested Action

MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Why Action is Necessary

Board approval is required to delegate authority to the County Administrator to approve an amendment to an interlocal agreement.

What Action Accomplishes

Provides authority to the County Administrator to circulate, finalize, and execute the Second Amendment to the standard form Participation Agreement between Broward County and each municipality participating in the Broward County Regional Consolidated E-911 Communications System.

Is this Action Goal Related

No

Previous Action Taken

At the March 10, 2020 meeting of the Board of County Commissioners (Item ID 20-397) the County Administrator was authorized to negotiate and execute a First Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System.

Summary Explanation/Background

This proposed standard form Second Amendment between the County and Municipality will amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five years.

BACKGROUND

On or about September 30, 2013, the vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Regional Consolidated E-911 Communications System which was subsequently amended by a First Amendment (as amended prior to this proposed Second Amendment, the "Participation Agreement") in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this proposed Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communications system.

Source of Additional Information

Tracy Jackson, Director, Regional Emergency Services and Communications, (954) 831- 3908

Fiscal Impact

Fiscal Impact/Cost Summary

There is no fiscal impact to Broward County.



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days' prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties 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.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of ____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

City Attorney

AGENDA ITEM REPORT



To:

Subject: Super Fund Site - EPA Presentation

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

[PPC Sept 27 2023](#)

Petroleum Products Corporation

Page 2 of 12



September 27, 2023

Pembroke Park, Broward County, Florida

EPA Region 4, Superfund & Emergency
Management Division

Introductions

Page 3 of 12

L'Tonya Spencer
Community Involvement Coordinator
US EPA Region 4
Spencer.latonya@epa.gov
(404) 562-8463

Marcia Nale
Remedial Project Managers
US EPA Region 4
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(404) 562-8442

Rudy Tanasijevich
Attorney
US EPA Region 4
Tanasijevich.Rudy@epa.gov
(404) 562-9577

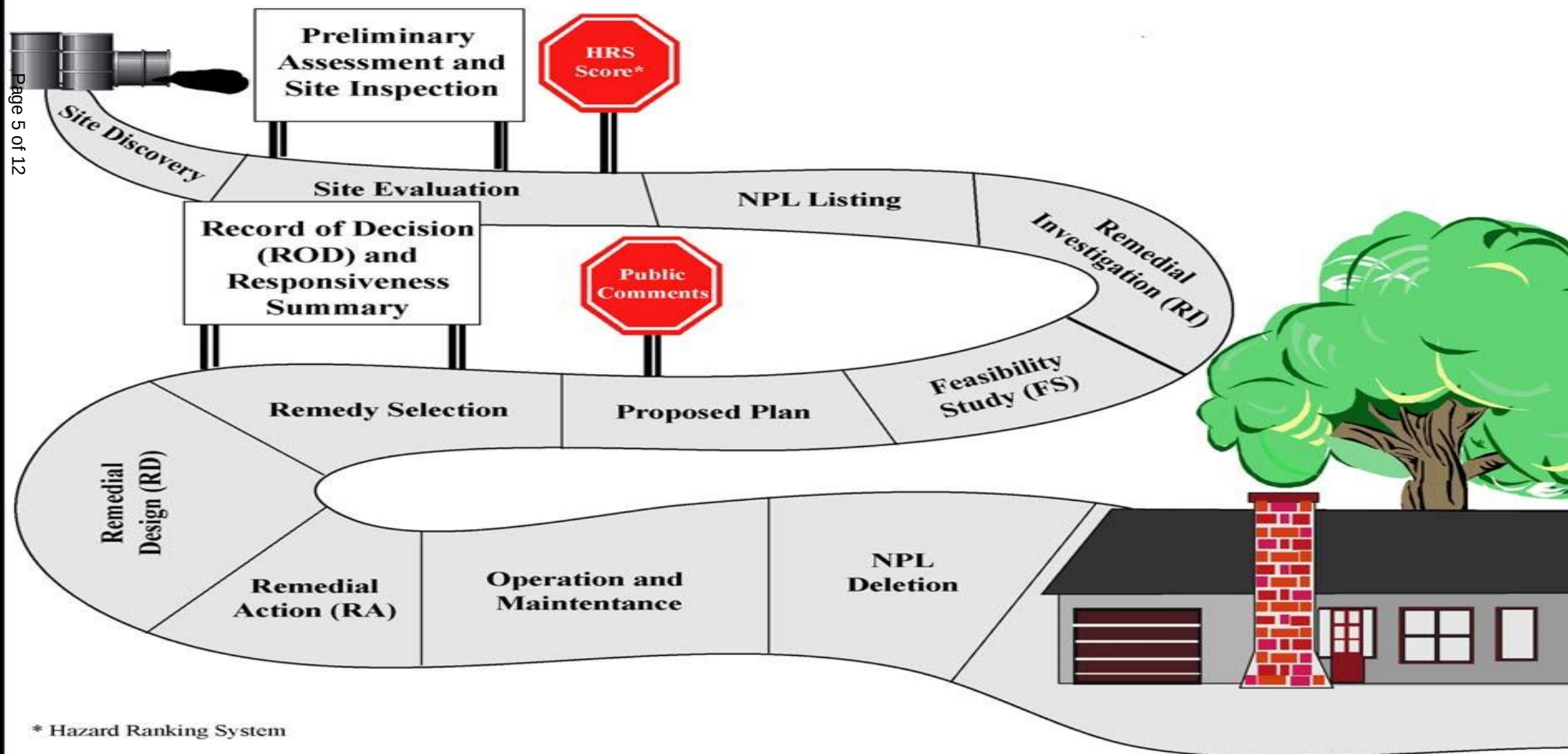
Kelly Crain
Project Manager
Florida DEP
Kelly.Crain@dep.state.fl.us
(850) 245-8953

Site Location and Layout

Page 4 of 12

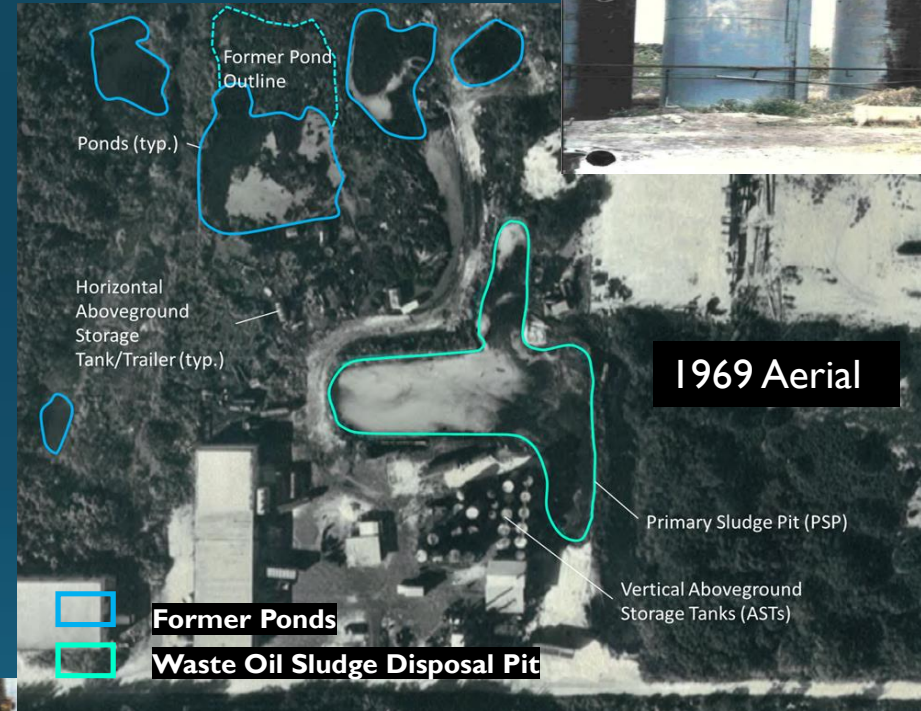


The Superfund Process



Background

- 1957-1971: Operated as a used oil re-refining facility
 - Generated sulfuric-acid and clay sludge
 - Disposed waste in two unlined pits
 - More than 18 million gallons of waste oil processed at this facility
- 1971-1985: Operated as an oil distribution center
 - Multiple oil spills contributed to oily contaminants negatively impacting the Biscayne aquifer (a sole source drinking water aquifer)
 - Warehouses were constructed in phases on top of the backfilled waste oil sludge pits in 1972, 1978, and 1983
- 1985-1991: PPC operated an oil recovery system under EPA and FDEP oversight pursuant to a Removal Administrative Order on Consent



Extent of Contamination

Page 7 of 12

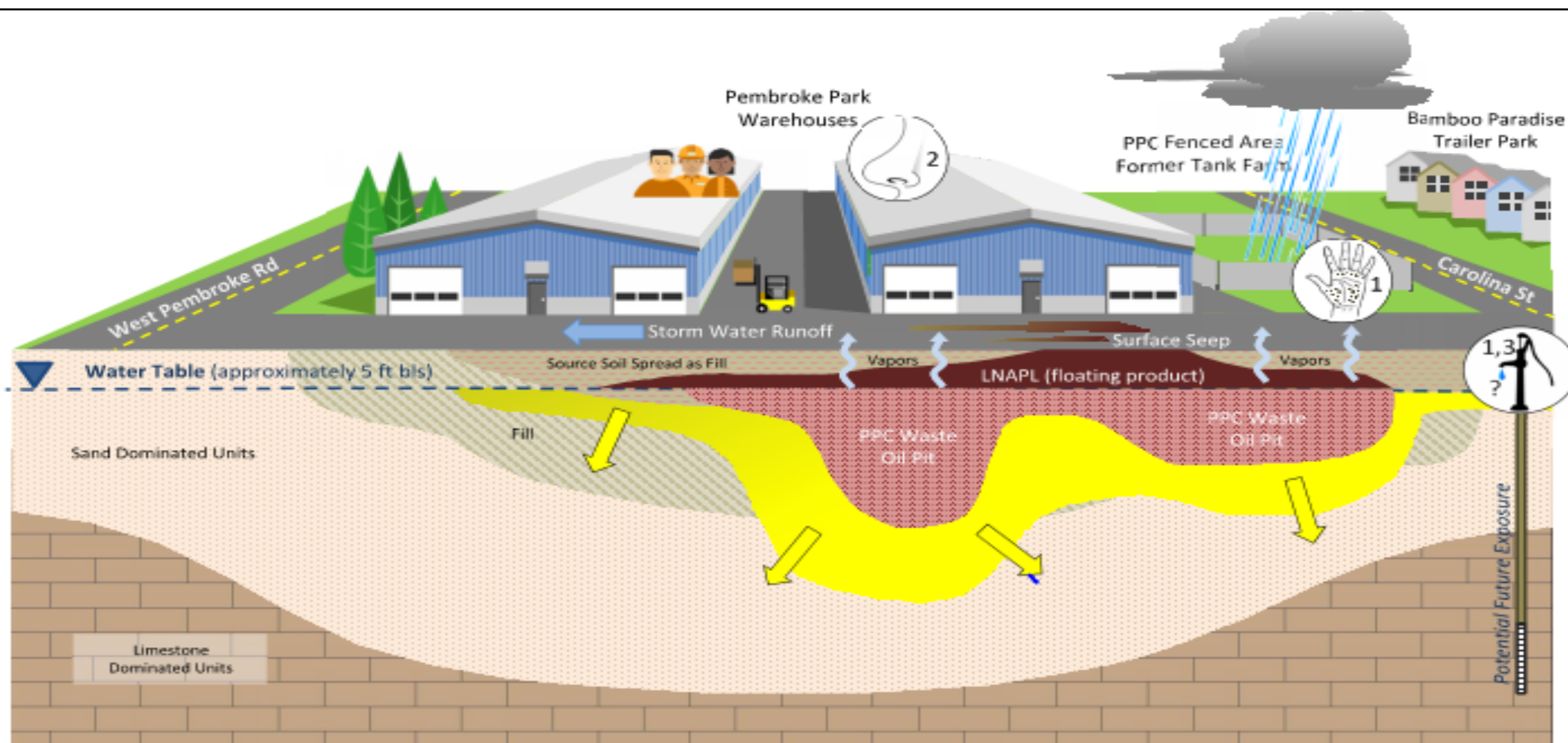
- Sludge has been documented to depths of 24 feet below ground surface (bgs)
- Sludge is bound within a predominantly sand and silt mixture
- Between 2 to 6 ft bgs the sludge is more widespread than the original pit locations
- Light nonaqueous phase liquid (LNAPL) oil associated with the sludge has been noted within limestone at depths of 22 feet



Example core from surface, through sludge, to native sediment



Oily sludge saturated with sulfuric acid PSP-14



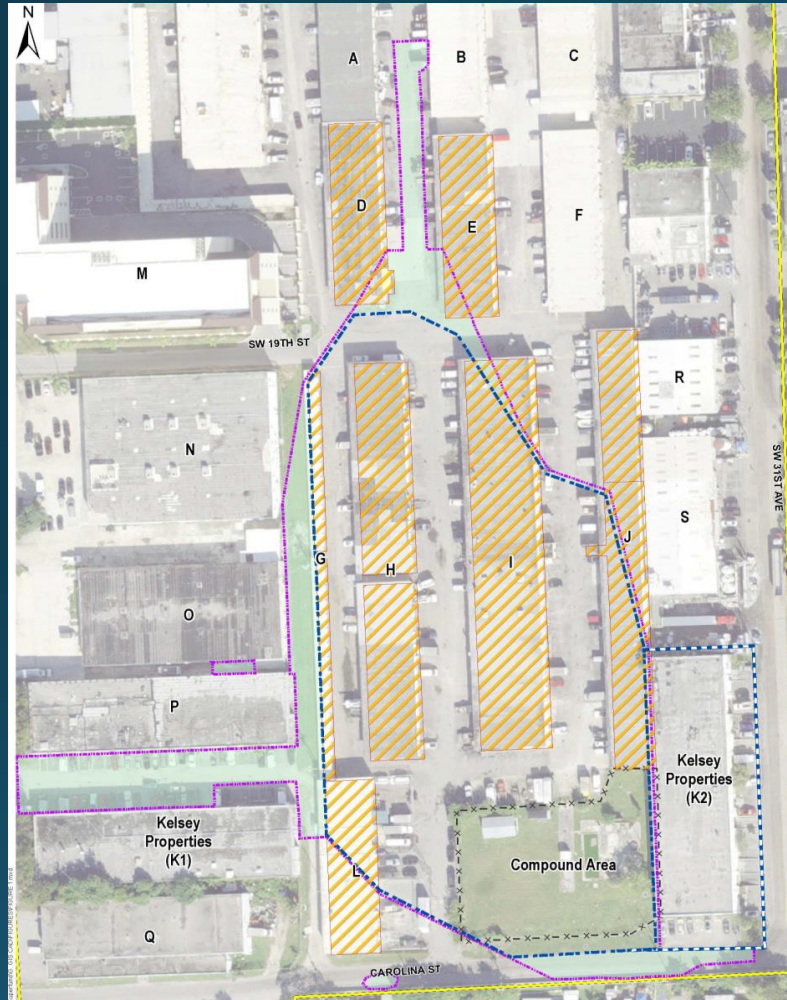
Main Potential Exposure Routes

- ① Dermal contact – soils, future groundwater (?)
- ② Inhalation
- ③ Ingestion – soils, produce, future groundwater (?)

Diffused/Dispersed Contamination in Groundwater

Selected Remedy (2021 Record of Decision)

Page 9 of 12



- Demolition of 7 buildings (orange hashed)
- Excavation of top 5 ft of soil (purple hashed line)
- In situ source stabilization (blue hashed line)
- Institutional controls
- Long term monitoring

LEGEND:

- × — Fence
- ISS Columns
- Extent of ISS
- Site Boundary
- Buildings to be Demolished
- Limits of Excavation

Next Steps

Page 10 of 12

- Ongoing negotiations for Remedial Design/Remedial Action Consent Decree between Pembroke Park Warehouses (PPW), Cooperating Party Group (CPG), Kelsey Group, Federal Agencies, Broward County and FDEP
- USEPA is funding the remedial design (RD) from a special account created from de minimis settlements
- CPG is performing the RD
- Florida DEP will utilize the RD and implement the remedial action (RA)
 - RA construction will begin in 2024
 - A public meeting will be held before the start of construction

Potential Issues

- Coordinate with the Town of Pembroke Park on:
 - Truck traffic and impacts
 - Temporary closure of Carolina St
 - Onsite and offsite utility disruptions
 - Stormwater management

Questions or Comments

L'Tonya Spencer
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Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



September 19, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager & Marlen Martell, Town Clerk

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

RE: 3150 Pembroke Road – Superfund Site

On August 4th, Town staff met with representatives of the property located at 3150 Pembroke Road which is identified as superfund site. The representatives provided an update of their negotiations with regulators concerning the site. It was requested at the meeting to provide a presentation to the Town Commission.

Included with this memorandum is a copy of the power point presentation which will be presented at the Town Commission Workshop.



200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, Florida 33301
www.saul.com

Franklin L. Zemel
954.713.7610
franklin.zemel@saulewing.com

September 19, 2023

Town of Pembroke Park Florida
Attention: Aleem Ghany, Acting Town Manager
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Re: Petroleum Products Superfund Site; Pembroke Park, Florida

Dear Mr. Ghany and Town Commissioners:

I have represented Dr. Cornfeld with respect to “Pembroke Park Warehouses” since 1989 – a period of more than 34 years. It has been 34 years since Dr. Cornfeld first-learned that a portion of his warehouse property had been contaminated by an unrelated prior owner (Petroleum Products Corporation or PPC) throughout the 1950s and 1960s and that the contamination had been buried 20 feet or more underground by that owner before building warehouse buildings on top of it. As a result of that contamination, Dr. Cornfeld’s property was declared to be a “Superfund Site” – an ignoble label to Dr. Cornfeld and his Family. After all these years, Dr. Cornfeld (now 93 years old) is on the cusp of having this label removed from his property through the joint efforts of the EPA and the FDEP which seek to once and for all remediate our property and protect the Town’s and the County’s fresh water supply from the estimated hundreds of thousands of gallons of petroleum oil and sludges lying between the aquifer and the ground surface.

As you will learn from EPA, the chosen remedy for remediating this Site requires the absolute demolition of every one of Dr. Cornfeld’s warehouses south of SW 19th Street and two more warehouses north of SW 19th Street. But, not only are Dr. Cornfeld’s warehouses being demolished, EPA has determined that it will leave the vast majority of the contamination in the ground, but mixed with a special form of concrete to safely keep the contamination from further leeching or movement. In doing so, however, an area of approximately 5 acres will be converted into a concrete block 20 feet or so deep below the ground (In-Situ Stabilization).

200 E. Las Olas Blvd. ♦ Suite 1000 ♦ Fort Lauderdale, FL 33301
Phone: (954) 713-7600 ♦ Fax: (954) 713-7700

DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP

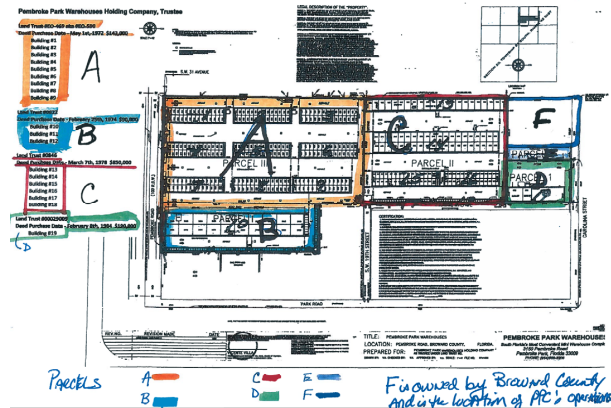
SAUL EWING LLP

Aleem Ghany, Acting Town Manager

September 19, 2023

Page 2

I have attached as **Exhibit 1** a Site Map so that the massive nature of this demolition can be easily seen. I am also replicating **Exhibit 1** below, albeit a smaller version.



Parcels A and B abutting Pembroke Park Road to the North were purchased by Dr. Cornfeld in 1972 and 1974 respectively and never owned by Petroleum Products Corp. Public Records and historical aerial photographs demonstrate that prior to Dr. Cornfeld purchasing Parcels A and B, Petroleum Products Corp. and operated an unlined disposal pit for decades on Parcels C, D, E and F, essentially, the entire Property South of SW 19th Street. I have attached representative historical aerials for your review as **Exhibit 2**. The historical aerials show that prior to Dr. Cornfeld purchasing Parcels A and B, Petroleum Products Corp. had already ceased its oil recycling efforts, and filled in the pit and built and operated warehouse buildings notwithstanding what PPC had buried 20 feet below ground.

Of important note is that the EPA wasn't even created until 1980 and the Superfund Law wasn't enacted until 1986. In short, Dr. Cornfeld, an orthodontist, was in our view an entirely innocent purchaser as he didn't generate, transport or contribute to the contamination and he purchased the property not only without knowledge of what PPC had buried underground, but also a decade before the EPA and the Superfund Law even existed.

That said, EPA and FDEP have a job to do and they have collectively chosen the ISS remedy to be instituted on our Property which as mentioned above requires that complete demolition of every structure south of SE 19th Street (Parcels C, D, E and F) and two warehouses abutting SW 19th Street to the North on Parcel B. I expect that the EPA will be briefing the Town and will be providing a more accurate technical presentation.

HISTORICAL AERIAL PHOTOGRAPHS

We have attached copies of aerial photographs from 1951 to 1978 at Group **Exhibit 2**. The aerial photographs corroborate that Dr. Cornfeld purchased Parcels A and B, in 1972 and 1974 respectively, well-after PPC had filled in it's sludge pits and built its own warehouses on top of the ground.

- **1951 Aerial Photograph**

According to the 1951 aerial photograph, the area under review appears as unimproved, vacant land.

- **1958 Aerial Photograph**

In 1958 the southeast corner of the area under review appears cleared, with some above ground activities visible in the southeast corner. For your reference, this southeast corner is Parcel F also known as the "Tank Farm" which PPC used to store used oil.

- **1961 Aerial Photograph**

In the 1961 aerial photograph, two disposal pits are visible at Parcel F – one located at the southeastern corner and proceeding north, along the eastern property line (the "north-south pit"), and the other is located immediately north of the above ground activities at Parcel F, proceeding west from the eastern property line to a point roughly consistent with the western extent of above ground operations (the "east-west" pit). And, while some area has been cleared north of the north-south disposal pit and slightly west of the above ground activities, there is no activity visible in those areas.

- **1967 Aerial Photographs**

In the 1967 aerial photograph, the north-south disposal pit and the east-west disposal pit appear to have been joined. Also, in 1967, at the southwest corner, a building configured north to south is visible— and this is the building now known as Building 19 on Parcel D. In addition, the area north of the disposal pits and North of SW 19th Street (Parcel C) remains native, vacant and undeveloped.

- **1971 Aerial Photographs**

In 1971, the north-south pit located on the eastern boundary of Parcel F is completely filled and no longer visible. And, nearly all of the east-west pit is similarly filled, as is the secondary ("finger") pit. As a point of reference, Dr. Cornfeld purchased Parcel A in 1972.

- **1973 Aerial Photographs**

Note, again, in the 1973 aerial photograph, two new structures are visible at Parcel C. Those structures, are now known as Buildings 13 & 14, were clearly constructed by PPC five years prior to our client's purchase of Parcel C in 1978.

- **1978 Purchase of Parcel C**

On March 7, 1978, Parcel C was purchased. As analyzed above, at the time of the March 7, 1978 purchase of Parcel C and since 1973, there were two buildings on Parcel C – the buildings now known as Buildings 13 and 14. And, as described above, the area west of the location of Building 14 was flat, vacant and used for parking.

- **1979 Inspection Reports**

According to the earliest documented first-hand observations that we could locate, the County inspected Parcel F, took pictures, and observed that there were “no oil spills or leaks observed outside tank farm areas.” Thereafter, on September 11, 1979, Broward County conducted an inspection of the Tank Farm and concluded further that there were “No leakage or spillage problems observed in yard area, no oil runoff noted to Carolina St., no problems or violations detected.” Subsequent inspections by Broward County in October and December of 1979 repeated earlier observations that the leaks, spills or other problems associated with the above ground tanks and secondary containment structures (earthen dikes) had occurred, but with only surficial concerns and occasional surficial migration of oil and water flowing off site, to the east and south east.

Thus, at the time of his purchases, no reasonable person would have had any reason to know of any concern below the surface of any of the purchased parcels. All that was publicly known through 1979 (but unknown to Dr. Cornfeld) was that Broward County Environment Quality Control Board (“BCEQCB”) – the only entity with environmental responsibility at the time – was inspecting Parcel F, and was generally satisfied with Parcel F's environmental compliance status.

The Cornfeld Family's Requests

EPA will be seeking a Court Order directing that the ISS remedy is to be implemented. To be clear, the Cornfeld Family wishes that this nightmare had never existed at all, but since here is where we are, the Family is compelled to consent to EPA's chosen remedy which presents two future land use challenges. While the Cornfeld Family is to be reimbursed \$6.4mm for the economic losses associated with the lost rental income, the Family is not being reimbursed for the loss of the buildings. In other words, even at a very conservative \$150 per square foot to re-construct the buildings, the loss of approximately 150,000 square feet of warehouse space means a reconstruction cost of \$22,500,000.

SAUL EWING ^{LLP}

Aleem Ghany, Acting Town Manager

September 19, 2023

Page 5

1. Stormwater Management. As a result of the ISS Remedy, almost the entire Property from SW 19th Street South to Carolina Street will be turned into a giant underground concrete block leaving on-site stormwater management, in the traditional sense, an impossibility. Our understanding is that the Town is considering constructing a new stormwater lift station on or near Carolina Street. The Cornfeld Family would very much want to be able to connect directly to that new system and the Family would consider financially contributing to it.

2. Current Zoning Regulations. The Cornfeld Family is not the cause leading to the utter destruction of its buildings. Our understanding is that current land use regulations enacted by the Town would inhibit re-constructing the currently-existing improvements. If the improvements cannot be reconstructed, the economics of reconstruction may itself lead to a perpetual vacant lot. Accordingly, the Family asks that the Town consider approving a Development Agreement, granting such variances and other relief as appropriate, as more particularly to be discussed by our Co-Counsel Keith Poliakoff at the Town meeting, but as generally explained on the attached **Exhibit 3**.

Very truly yours,

SAUL EWING LLP

Franklin L. Zemel

Franklin L. Zemel

Cc: Michael Vonder Neulen

Exhibit 1

Pembroke Park Warehouses Holding Company, Trustee

Land Trust #EO-469 aka #EO-590

Deed Purchase Date - May 1st, 1972 \$142,000

- Building #1
- Building #2
- Building #3
- Building #4
- Building #5
- Building #6
- Building #7
- Building #8
- Building #9

A

Land Trust #0022

Deed Purchase Date - February 25th, 1974 \$90,000

- Building #10
- Building #11
- Building #12

B

Land Trust #0846

Deed Purchase Date - March 7th, 1978 \$850,000

- Building #13
- Building #14
- Building #15
- Building #16
- Building #17
- Building #18

C

Land Trust #00029005

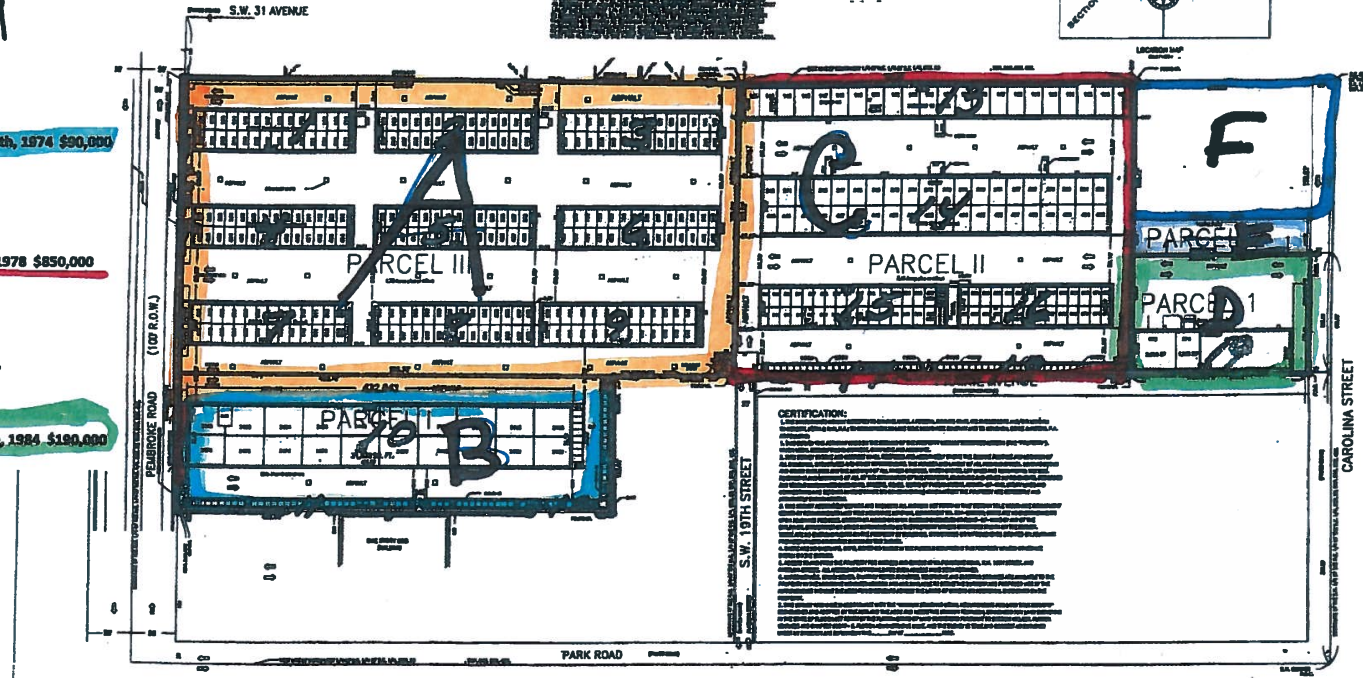
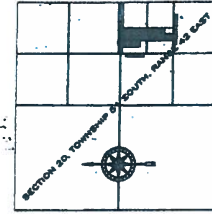
Deed Purchase Date - February 8th, 1984 \$190,000

- Building #19

D

LEGAL DESCRIPTION OF THE "PROPERTY":

[Redacted legal description text]



REV. NO.	REVISION MADE	DATE
1	ORIGINAL	1984
2	REVISED	1985
3	REVISED	1986
4	REVISED	1987
5	REVISED	1988
6	REVISED	1989
7	REVISED	1990
8	REVISED	1991
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Exhibit 2



EXHIBIT 2



Path: \\floridastat\DATA\A\0303\022009_Petroleum_Products\W\03A\1958_Aerial.mxd 11 October 2016 .R3

Note:
 Source of 1958 aerial: Florida Department of Transportation Aerial Photo Lookup System website.

Not to Scale	
1958 Aerial Former Petroleum Products Corp Pembroke Park, FL	
	
Titusville, FL	October 2016

Figure
X



PPWHC 006



1967



PPWHC 007



Path: \\fls001\DATA\AUGUST\PEP009 Petroleum Products\WGN\1971 Aerial.mxd 11 October 2016 .83

Note:
 Source of 1971 aerial: Florida Department of Transportation Aerial
 Photo Lookup System website.

Not to Scale	
1971 Aerial Former Petroleum Products Corp Pembroke Park, FL	
	
Titusville, FL	October 2016

Figure
X



Path: \\floridatrans\DATA\Aerial\0303_022000_Petroleum_Products\WMA\1978_Aerial.mxd 11 October 2016 .R8

Note:
 Source of 1978 aerial: Florida Department of Transportation Aerial
 Photo Lookup System website.

Not to Scale	
1978 Aerial Former Petroleum Products Corp Pembroke Park, FL	
	
Titusville, FL	October 2016
Figure X	

Exhibit 3

Development Agreement

- Development Agreement (F.S. 163.322)
- Allowing all structures and improvements on the entire property (inclusive of all contiguous holdings) to be rebuilt as of right
- Vesting municipal impact fees & other municipal fees and charges
- Vesting the entire property for all zoning, land use, development standards, engineering standards, property uses, and access, under which it was originally developed
- Approving EPA's proposed stormwater retention plan
- Granting any flood plain relief allowable, if necessary



AGENDA ITEM REPORT



To:

Subject: SCAG Lawnmower for Parks Dept.

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Pricing is based on State Contract # 25101900-21-STC. The lawnmower we have now is over 20 years old and is beyond its useful life due to costly repairs.

FINANCIAL IMPACT:

Total costs: \$12,440.22

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[2096_001](#)

[Lawnmower](#)

[2097_001](#)

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

BURKHARD'S
TRACTOR, TRAILERS, & EQUIPMENT

QUOTE

4180 S University Drive
Davie, FL 33328
954-475-0310

17007

TO: TOWNSHIP OF Pembrooke Park

SALESPERSON	CUSTOMER PHONE #	PAYMENT TERMS	DATE
<u>W. J. H. H.</u>		Due on receipt	9/19/23

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	SCAG SCZ II 61V-38fx EFI CHEETAH 61" Mower KAWASAKI 38HP/EFI ENGINE Misquoted on quote # 17005 FLORIDA STATE CONTRACT # 25101900 - 21 - STC	15949-	12440.22

SUBTOTAL 12440.22
SALES TAX
TOTAL 12440.22

Quote is valid until 30 days

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **CNH Industrial America, LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor’s Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor’s Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor’s Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

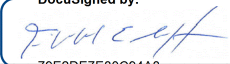
Contractor's Contract Manager:

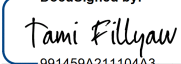
Mike Sheaffer
CNH Industrial America, LLC
500 Diller Ave, MS 248
New Holland, PA 17557
Telephone: (717) 355-3681
Email: mike.sheaffer@newholland.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CNH Industrial America, LLC

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

79E2DE7E80C94A8...
[Name] Mike Sheaffer

DocuSigned by:

991469A211104A3...
Tami Fillyaw, Chief of Staff

1/12/2021 | 6:15 PM EST
Date:

1/15/2021 | 10:09 AM EST
Date:

ATTACHMENT 1
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 2 Scope of Work

1. Purpose

To provide Customers with Agriculture and Lawn Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

Accessory(ies) – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's Base Agriculture and Lawn Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity(ies) – As defined in section 287.012 F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Agriculture and Lawn Equipment".

Commodity Code – The State's numeric code for classifying Commodities which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities.

Contract – The written agreement between the Department and the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of the ITB.

Customer – A state agency or eligible user.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Commodities of the Manufacturer that are responsive to the Contract. Dealers may be Contractor-owned and -controlled (in whole or in part), or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

Implement(s) – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications,

terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Agriculture and Lawn Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities without the benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessory(ies) or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current and revised MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data'sTM Carbook Pro Fleet Edition.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Options – Options requested by the Customer specifically for the Agriculture and Lawn Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Parts – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Sub-Group – A specific series of Commodities within a Group which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

State – The State of Florida.

3. Scope of Work

3.1 Commodity Specifications and Standards

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The

Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.2 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.3 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.4 Warranty

The Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the Customer's acceptance, as specified in the 'Acceptance' section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such

reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components;
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Commodities Title and Registration

Agriculture and Lawn Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the

Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.8 Transportation and Delivery

Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. As soon as Commodities are back in stock, the Commodities must be delivered within 14 Calendar Days to the Customer. For any delivery not made within the 180 and 14 Calendar Days' timeframes, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Customer's place of business or designated location. Delivery does not constitute the Customer's acceptance. The Contractor shall give the Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as stipulated by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three road miles or less, the self-propelled, street-legal Commodity may be driven to the

delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled, operator-occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or a \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's window sticker(s), if applicable;
6. Manufacturer's 'certificate of origin', if applicable;
7. Manufacturer's 'operator manual', and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's standard warranty certifications;
9. Sales tax exemption form, if applicable;
10. Temporary tag and twenty (20) day extension tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.9 Price Quote Form

For all Customer orders, the Contractor shall complete and submit a Price Quote Form (PQF) (Attachment 3) to the Customer for the requested Commodities. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.10 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Acknowledgement of Order Form (Attachment 4) within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within 14 calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.11 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.12 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.13 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.14 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

3.15 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its

Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

3.16 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.17 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.18 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.19 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

3.20 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.21 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.22 Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.23 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.24 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the price sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Sub-Group (for Groups that include Sub-Groups), Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope

of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised price sheet, as described in the 'Price Sheet and Price Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.25 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include the following Commodities (i.e. Base Equipment and OEM Options, Parts, Accessories) for each Brand/Manufacturer and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Sub-Group (or Group, for Groups that do not include Sub-Groups). Each tab shall include, at minimum, the following information for each Commodity offered under that Sub-Group (or Group, for Groups that do not include Sub-Groups):

- Manufacturer/Brand Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment and OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Brand/Manufacturer's website;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type, as submitted in the Bid); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Brand/Manufacturer Name for which the Contractor received an award and fall within the scope of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet.

Revised price sheets, regardless of whether the Contractor is adding products or updating the MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the 'MSRP List and Product Adjustments' section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.26 E-Verify

The following replaces section 13.2 of Attachment 1:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

DATE: 9/19/2023

Q U O T A T I O N

PAGE: 1



Customer #: 11690



SINCE 1975
GREEN THUMB
LAWN & GARDEN



ORDER #: 2107311

PHONE #: (954)275-3166	Contact Us: 954-344-0760	STATUS: Active
CELL #:	4250 NW 124th Ave, Coral Springs FL, 33065	
ALT. #:	COUNTER JackP	
		SALES TYPE: Quote

BILL TO 11690

LOCATION: 1

SHIP TO

TOWN OF PEMBROKE PARK
3150 SW 52 AVE
PEMBROKE PARK, FL 33023

TOWN OF PEMBROKE PARK
3150 SW 52 AVE
PEMBROKE PARK, FL 33023

P.O.#: MOWER SALE

TERMS: Cash

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	SCZII61V-38FXEFI	CHEETAH II - 61" VELOCITY KAWI 38.5hp	1	\$16,749.00	\$13,064.22	\$13,064.22

Prices reflected on this quote are valid for 14 days. Prices are subjected to change based on manufacturer price increases.

SUBTOTAL: \$13,064.22
TAX: \$833.85
ORDER TOTAL: \$13,898.07

Authorized By: _____

AGENDA ITEM REPORT



To:

Subject: FL Recovery Obligation Calculation Program

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

F-ROC is a new initiative, sponsored by the Florida Division of Emergency Management (FDEM), that standardizes, streamlines, and simplifies the Public Assistance process. This will result in a quicker recovery and reduced risk for Applicants.

F-ROC will Standardize:

- Applicant's Projects: all projects will have the same look and feel which will result in fewer questions, faster approvals, and a more streamlined Public Assistance process.
- Forms and Documentation: simplifying the process by using intuitive features such as drop-down menus, limited free text, structured data, and essential data fields.

Participation to Request Form: Sept. 30th deadline to submit

- The initial opt-in will be for two (2) years and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects.
- To receive the 20% baseline - complete the Opt-In training course with a score of 100%; and, ii. Submit the signed Participation Request Form.
- to increase the score, i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities. ii. Complete the Post Disaster Questionnaire (PDQ). iii. Utilize the Division's standardized F-ROC forms. iv. Training (excluding the Opt-in and Leadership courses).

FUNDING:

By signing and returning the Participation Request Form applicants have the potential to receive a score up to 80%. This score is made up of three components:

1. 20% Baseline score for signing and returning the Request Form.
2. Up to a 40% score for completing the DRA.
3. Up to a 20% score for completing the PDQ.

Applicants who have received EMAP accreditation will receive an additional 5%.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[2023-2024-official-f-roc-participation-request-form](#)

[2099_001](#)

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

Town of Pembroke Park

(hereinafter referred to as the "Applicant"), requests to participate in the Florida Recovery Obligation Calculation (F-ROC) program. The F-ROC program is an initiative, sponsored by the Florida Division of Emergency Management (hereinafter referred to as the "Division"), that assists Applicants in identifying risk in their organization and develops a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process.

Applicant's name:	Town of Pembroke Park
Applicant's unique entity identifier:	N3JECFY4G8L8
Applicant's FEIN:	590968454
Applicant's Address:	3150 SW 52nd Ave, Pembroke Park, FL 33023

(1) DEFINITIONS

1. Disaster Readiness Assessment (DRA): The Disaster Readiness Assessment is a questionnaire completed prior to a disaster that evaluates the Applicant's risk of deobligations in the Public Assistance program.
2. Post Disaster Questionnaire (PDQ): The Post Disaster Questionnaire is completed after each Federally declared event to gather Applicant specific information regarding training and utilization of forms.
3. Expedited Projects: Applicants may submit Expedited Projects to FEMA if they have an immediate need for funding to continue life-saving emergency protective measures. If approved, the Applicant will be awarded 50% of the Federal portion of the FEMA-confirmed project cost based on initial documentation.
4. Obligated: FEMA obligates funding once a project meets Stafford Act eligibility requirements.
5. Deobligated: FEMA deobligates funding if previously obligated costs have been determined to be ineligible under the Public Assistance program.
6. Emergency Management Accreditation Program (EMAP): A voluntary standards, assessment, and accreditation process for disaster preparedness programs.

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

(2) CONTACT

Applicant Point of Contact:	Aleem A. Ghany, P.E.
Telephone:	(954) 966-4600 x212
Email:	aghany@tpopf.gov

Division Point of Contact:	Recovery Bureau
Telephone:	(850) 815-4400
Email:	F-ROC@em.myflorida.com

- a. In the event that different representatives or addresses are designated by either party after submittal of this Participation Request Form, a notice of the name, address and email of the new representative will be provided to the other party in writing via letter or electronic email.

(3) TERMS AND CONDITIONS

Upon the Applicant submitting, via electronic mail to F-ROC@em.myflorida.com, the signed Participation Request Form for the F-ROC program and completing the mandatory Opt-In training course, the Applicant will receive the minimum/baseline score of 20% for work completed projects and work to be completed projects.

- a. Pursuant to this Participation Request Form, the initial opt-in will be for two (2) years and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects. Annual renewal of this Participation Request Form will begin in January of the year in which the form is set to expire.
- b. To complete the participation process and receive the 20% baseline, the Applicant must:
- i. Complete the Opt-In training course with a score of 100%; and,
 - ii. Submit the signed Participation Request Form.
- c. If an Applicant wishes to increase their score, they can do so by completing the optional items listed below:
- i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities.
 - ii. Complete the Post Disaster Questionnaire (PDQ).
 - iii. Utilize the Division's standardized F-ROC forms.
 - iv. Training (excluding the Opt-in and Leadership courses).
- d. This Participation Request Form will not apply to any Expedited Projects.
- e. The deadline to opt-in to the initial term of the F-ROC program, is September 30, 2023.

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

- f. The implementation of the F-ROC program does not guarantee funding for Applicants. Funding will remain dependent upon obligation by FEMA and the Applicant will be liable for repayment (See (7) REPAYMENTS) upon deobligation by FEMA of any dispersed funds.
- g. If the Applicant seeks to "opt-out" of F-ROC, the Applicant must make a request to that effect in writing to the Division, on their letter head and duly signed by an authorized representative of the Applicant.
- h. The deadline to complete the DRA, pursuant to this Participation Request Form, is December 31, 2023.
- i. The deadline to complete any abatement activities shall be March 31st of the calendar year after the Participation Request Form or renewal has been executed.
- j. The Applicant shall have sixty (60) days from the date their County is designated under the disaster declaration to complete the applicable PDQ. The PDQ must be completed in order to access additional points and increase the locked-in score. If the Applicant requests an extension on completing the PDQ, such an extension request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.
- k. The Applicant and the Division will identify the key Points of Contact (POC) respectively.
- l. The Division reserves the right to remove an Applicant from the program. Furthermore, if the Division has reason to believe that the Applicant is engaged in fraud, waste, abuse, or noncompliance of State and/or Federal laws, the Division may impose a one (1) year prohibition upon the Applicant from participation in the program.
- m. The Applicant's failure to complete the criteria set forth in this Participation Request Form shall result in a default to the traditional method of dispersing obligated Public Assistance funds; Meaning, the Division will consider failure to complete the requirements as the Applicant voluntarily "opting-out" of the program.
- n. The Participation Request Form duration shall be two (2) years with annual "opt-in" renewals.

(4) PERIOD OF PERFORMANCE

This Participation Request Form survives and remains in effect after termination, for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the State and/or FEMA for each Category of Work type.

(5) FUNDING

- a. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation.
- b. By signing and returning the Participation Request Form for F-ROC, Applicants have the potential to

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

receive a score up to 80%. This score is made up of three components:

1. 20% Baseline score for signing and returning the Request Form.
 2. Up to a 40% score for completing the DRA.
 3. Up to a 20% score for completing the PDQ.
- c. Applicants who have received EMAP accreditation will receive an additional 5%.
- d. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be dispersed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- e. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

(6) PAYMENT

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Applicant.

(7) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to the Division via offset with another obligated Public Assistance project, check or a payment plan, as approved by the Department of Financial Services.
- b. All refund or repayments due to the Division under this Agreement are to be made payable to the order of "Florida Division of Emergency Management" and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

This Participation Request Form shall terminate upon the expiration date of May 31, 2025, unless the Applicant renews annually. The Division reserves the right to remove an Applicant from the program. The Division and Applicant agree that all records will be maintained until the conclusion of all applicable record retention

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

periods.

IN WITNESS WHEREOF, the Applicant hereto has executed this Participation Request Form.

Applicant: Town of Pembroke Park

By: *Aleem A Ghany*
(Signature)

Name: Aleem A. Ghany, P.E.

Title: Acting Town Manager

Date: 09/20/2023

IMPORTANT F-ROC DATES

August 15, 2023

Disaster Readiness Assessment Opens

September 30, 2023

2023/2024 Opt-In Period Closes

December 31, 2023

Disaster Readiness Assessment Closes

March 31, 2024

Abatement Activities Due

June 1, 2024

Lock In Date for 2024 Hurricane Season

Course Name	Course Length (hours)	Audience
Phase 1		
F-ROC: Approach and Overview for Leaders	2	Leaders and executives
Virtual – F-ROC: Approach and Overview for Leaders	2	Leaders and executives
Houses of Worship (HOWs) – F-ROC: Approach and Overview for Leaders	1	HOWs
F-ROC Opt-In (eLearning)	1	Leaders with authority to opt-in to F-ROC
Phase 2		
A Comprehensive Approach to F-ROC Administration	7	Professionals responsible for completing F-ROC documentation
Phase 3		
F-ROC: General Emergency Management and Public Assistance	2	Fundamentals for professionals
Implementing Category A and Category B using the F-ROC Approach	2	Field professionals
Procurement using the F-ROC Approach	4	Administrative professionals

AGENDA ITEM REPORT



To: Commission
Subject: Discussion on Town Lobbyist contracts
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Sep 27 2023
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Currently, the Town has (5) lobbyist contract which were executed last year with one year extension for a total of three years. These contracts except for Tidewater all renew automatically on September 30, 2023.

Capital Hills is \$54,000.00 yearly

CAS \$30,000.00 yearly

DC Strategies is \$61,600.00 yearly

Helmich is \$4,999.92 yearly plus \$15,000.00 if legislation is filed on behalf of the Town

Tidewater is \$60,000.00 plus \$5,000.00 for out of pocket expenses

FINANCIAL IMPACT:

\$210,599.92 - \$230,599.92

RECOMMENDATION:

Acting Town Manager Ghany is looking for guidance from the Commission if to renew the contracts.

ATTACHMENTS:

[Capital Hill 2022 2023](#)

[CAS Governmental Agree 2023](#)

[Helmich Town of Pembroke Park 2022 2023](#)

[TPP Tidewater contract 2023](#)

[DC Strategies REVISED CONTRACT](#)

[2022 D Carper Pembroke Park Contractual Agreement 2022-2023](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Sep 21 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Sep 21 2023
Marlen Martell, Town Clerk	Approved - Sep 21 2023
Christian Noel, Accounts Payable	Pending

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this 14th day of September 2022 by and between CAPITAL HILLS CONSULTANTS, INC., (CHC), represented by DAVID K SIGERSON, Jr., Esq., Chief Governmental Consultant and General Counsel, (hereinafter "CONSULTANT") and the TOWN OF PEMBROKE PARK, FLORIDA (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide the TOWN with lobbying, consulting and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and its committees and subcommittees with respect to: local legislation; annexation issues; mobile home bills; preservation of home rule powers generally and specifically to advocate for maintaining local authority to raise and spend revenue; state appropriations requests; and other state legislative issues as directed by the TOWN.
2. CONSULTANT shall also provide the TOWN with such services for a period of twelve months (12 months) extending from October 1, 2022 through September 30, 2023.
3. The TOWN shall pay CONSULTANT for such services \$54,000 per year for the period as stated herein to perform the services as described herein with such fees to be paid as follows: \$4,500.00 per month with the initial payment due and payable on the 5th day of October, 2015 and thereafter by the 5th day of each month.
4. Extraordinary expenses incurred by CONSULTANT must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of TOWN business.
5. INDEPENDENT CONTRACTOR: CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. LAWS AND REGULATIONS: CONSULTANT shall comply with all laws relative to its work under this Agreement.
7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)966-4600 extension 235, njoseph@townofpembrokepark.com 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.
8. Contractor agrees to comply with Florida public records laws, specifically to:
 1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.

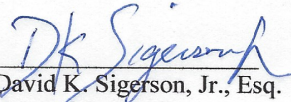
Pembroke Park – CHC/Sigerson.
FY 2022-23
Page Two of Two

4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.

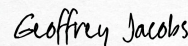
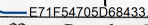
9. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the TOWN.
10. This agreement shall have three one-year extensions and may thereafter be renewed upon the agreement of the parties. If either party should decide not to extend, the party deciding not to extend shall give the other party 60-days notice of such non-extension.

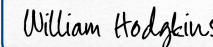
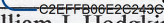
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

Capital Hills Consultants, Inc.

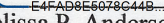
BY: 
David K. Sigerson, Jr., Esq.
General Counsel
1121 So. Military Trail
Deerfield Beach, Florida 33442

Town of Pembroke Park

DocuSigned by:

BY: 
Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, Florida 33023

DocuSigned by:

BY: 
William J. Hodgkins, Clerk
Commissioner
3150 SW 52 Avenue
Pembroke Park, Florida 33023

DocuSigned by:

BY: 
Melissa P. Anderson, Esq. Town Attorney
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CAS Governmental Services, LLC

"Communications Advocacy Specialists"

36910 3rd Street, Post Office Box 35

Canal Point, Florida 33438-0035

561-924-7702

This Agreement is by, and between, The Town of Pembroke Park, hereinafter referred to as the TOWN and the consulting firm, CAS Governmental Services, LLC, hereinafter referred to as CASGS.

Whereas, the Town seeks to engage the services of an individual or firm to seek special Legislative Appropriation Funding and to represent designated legislative issues in Tallahassee during the Legislative Session and Committee Weeks. This service will be with respect to issues, special funding and/or appropriations relating to The Town of Pembroke Park.

SERVICES: CASGS will provide the following services: Assist with the preparation and completion of the TOWN'S Legislative Priorities; Prepare for Committee Weeks and Legislative Session; Provide full-time representation in Tallahassee during scheduled Committee Weeks and during Legislative Session including the Conference process; Assist with the preparation and completion of the House and Senate Legislative Appropriation Funding Request forms for the TOWN'S approved projects; Submit the TOWN'S approved House and Senate Legislative Appropriation Funding Request projects prior to House and Senate deadlines; Monitor the House and Senate appropriation processes; Prepare and submit House Attestation documentation per House Rules; Prepare and provide talking points and background information to Legislators for presentation of the TOWN'S approved Appropriation projects; Meet with House and Senate Legislators, Committee Chairs, Committee Members and Leadership in Tallahassee throughout Committee Weeks, the Legislative Session including the Conference process; Track legislation being filed and presented during Committee Weeks and throughout the Legislative process; Attend House and Senate Subcommittee and Committee meetings as scheduled and provide testimony, as requested and as appropriate; Address requests from the Governor's office, the Senate and House; Coordinate and work with State government officials as necessary; Schedule appointments with Representative and/or Senators, and Staff, as requested; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session that may affect the TOWN; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session which the TOWN could lend its support; Monitor the Governor's action for signing/vetoing of bills, legislation and budget items; Report findings to the Town Manager or designee.

NO CONTINGENCY FEES:

- No Contingency Fees: Both the TOWN and CASGS fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes, no contingency fee or performance-based fee is agreed to by either the TOWN or CASGS, nor will any contingency fee be paid by the TOWN or received by CASGS for any of the herein described services.

COMPENSATION:

- CASGS shall receive an annual lump sum fee of Thirty-Thousand Dollars (\$30,000.00) to be paid in equal payments invoiced monthly by CASGS.
- CASGS shall also invoice the TOWN for normal out-of-pocket expenses and hourly rate fees for time worked and other pass-through charges normally associated with Legislative Committee Weeks and Legislative Session duties above. Any assigned duties beyond this agreement must be specifically authorized by the Town Manager. The CASGS hourly rate will be \$150.00 per hour.

The TOWN agrees to make payment within thirty (30) days of CASGS invoicing.

WARRANTY: CASGS cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

TERMINATION: Termination of this contract may be made by either party giving thirty (30) days written notice. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CASGS from final invoicing and for payment(s) for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive the TOWN from work products already complete or substantially complete.

EFFECTIVE DATE: This contract shall become effective when executed.

Dated 16th this September day of 2022.

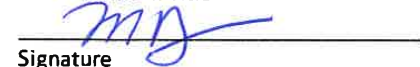
FOR: TOWN OF PEMBROKE PARK



Signature

Geoffrey Jacobs, Mayor

Printed Name & Title



Signature

Melissa P. Anderson, Town Attorney

Printed Name & Title

FOR: CAS GOVERNMENTAL SERVICES,
LLC



Signature

Connie C. Vanassche, President and &
Managing Partner

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this 12 day of October, 2022 between HELMICH CONSULTING, INC., (HCI), represented by BILL HELMICH ("CONSULTANT") and the TOWN OF PEMBROKE PARK, FLORIDA (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide the TOWN with public relations, legislative consulting, lobbying and monitoring services before the Florida Legislature and its committees and subcommittees with respect to appropriations, local legislation, annexation issues, and other state legislative issues as directed by the TOWN.
2. CONSULTANT shall also provide the TOWN with such services for a period of Twelve months (12 months) extending from October 1, 2022, through September 30, 2023.
3. The TOWN shall pay CONSULTANT for such services a \$416.66 monthly for the period as stated and an additional \$15,000 if legislation is filed which would adversely affect the town TOWN with such fees to be paid as follows: \$416.66 monthly payable monthly day after the execution of this contract and \$5,000 per month for 3 months if legislation is filed, beginning when the legislation being identified by all parties as adverse to the TOWN.
4. Extraordinary expenses incurred by CONSULTANT must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of TOWN business.
5. INDEPENDENT CONTRACTOR: CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. LAWS AND REGULATIONS: CONSULTANT shall comply with all laws relative to its work under this Agreement.
7. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the TOWN.
8. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, townclerk@pembrokepark.com
9. Contractor agrees to comply with Florida public records laws, specifically to:
 1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to

be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.

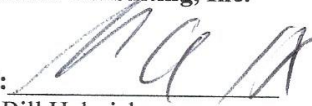
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.

4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.

10. This agreement will be renewed annually for up to 3 years upon the agreement of the parties.

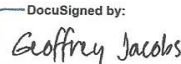
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

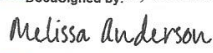
Helmich Consulting, Inc.

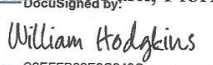
BY: 

Bill Helmich
303 Johns Rd
Tallahassee, Florida 32301

Town of Pembroke Park

DocuSigned by:

BY: E71F54705D68433
Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, Florida 33023

DocuSigned by:

BY: E4FAD8E5078C44B
Melissa Anderson, Town Attorney
3150 SW 52 Avenue
Pembroke Park, Florida 33023

DocuSigned by:

BY: 62EFFB86EAC248C
William Hodgkins Clerk
Commissioner
3150 SW 52 Avenue
Pembroke Park, Florida 33023



AGREEMENT

THIS AGREEMENT made and entered into by and between the TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, (hereinafter referred to as "TOWN"), and TIDEWATER CONSULTING, INC., 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301, (hereinafter referred to as "TIDEWATER")

WITNESSETH

WHEREAS, legislation is routinely introduced in the Florida Legislature and Executive Branch that affects the TOWN; and

WHEREAS, TIDEWATER is a consulting firm that employs registered lobbyists with the Florida Legislature and Executive Branch and has experience working with matters that come before the Florida Legislature and Executive Branch; and

WHEREAS, the TOWN desires to retain the services of TIDEWATER to represent the TOWN'S interest before the Florida Legislature and Executive Branch.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and TIDEWATER hereby agree as follows:

1. The TOWN agrees to retain the services of TIDEWATER and TIDEWATER agrees to represent the TOWN in matters before the Florida Legislature and Executive Branch during the 2023 Legislative Session.

115 East Park Avenue • Unit 1 • Tallahassee, Florida 32301
(850) 681-6400 • Fax: (850) 681-7080

2. The parties agree that the TOWN shall pay TIDEWATER the sum of SIXTY THOUSAND AND 00/100TH (\$60,000.00) DOLLARS for its services during the term of this Agreement; Payable as follows: \$20,000 on January 15, 2023; and, \$20,000 on April 15, 2023; and, \$20,000 on August 15, 2023.

3. The TOWN further agrees to reimburse TIDEWATER for all reasonably expended out-of-pocket costs incurred in connection with this Agreement including, but not limited to airfare, hotel, meals, courier, federal express etc. in an amount not to exceed FIVE THOUSAND AND 00/100TH (\$5,000.00) DOLLARS.

4. TIDEWATER is and shall be in the performance of all work, services and activities under this Agreement, independent, and not an employee, agent or servant of TOWN. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to TIDEWATER'S sole discretion, supervision and control. TIDEWATER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TIDEWATER'S relationship and the relationship of its employees to TOWN shall be that of an independent contractor and not as employees or agents of TOWN.

5. TIDEWATER agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or the subject matter or publish or otherwise disclose or permit to be disclosed or published any of the data or other information, obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying TOWN and securing its consent. TOWN shall not unreasonably withhold consent.

6. A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, 3150 SW 52nd AVENUE, PEMBROKE PARK, FLORIDA 33023.

Contractor agrees to comply with Florida public records laws, specifically to:

1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.
- B. Contractor agrees to return all phone calls from Town Commissioners by the close of business on the following business day.
- C. Contractor agrees to complete all assignments given to Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a reasonable time.

D. Contractor agrees to provide the Town Commission a status report of all the matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

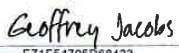
8. The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on December 31, 2023 and may be renewed automatically for succeeding terms of three (3) additional years.

This Agreement may be terminated unilaterally by either party provided that thirty (30) days written notice of such termination is given by the party electing to terminate to the other party.

TIDEWATER may retain any and all amounts paid to it by the TOWN prior to the termination of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the dates set forth under their signatures.

TOWN OF PEMBROKE PARK,
a municipal corporation

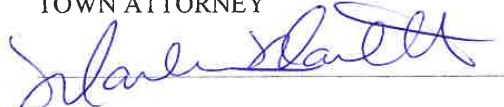
DocuSigned by:

E71F54705D68433...

MAYOR COMMISSIONER



ATTEST:

TOWN ATTORNEY



ATTEST:

TOWN CLERK

Date: 10-4-22

TIDEWATER CONSULTING, INC.

By: 
RICHARD E. COATES
PRESIDENT

Date: 



EXTENDED CONTRACTUAL AGREEMENT

THIS EXTENDED AGREEMENT is made by and between the **TOWN OF PEMBROKE PARK**, a Florida municipality herein referred to as the **"Employer,"** whose address is 3150 SW 52nd Avenue, Pembroke Park, FL 33023, and **Desinda "Dee" Wood-Carper dba DC Strategies, LLC**, a Florida limited liability company, herein referred to as the **"Contractor,"** whose address is 254 Balfour Drive, Winter Park, FL 32792 (each a "Party" and collectively "Parties"), and commencing on October 1, 2023. This AGREEMENT terminates on September 30, 2025 but provides for a biennial extension.

NOW, IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1 CONTRACTUAL RELATIONSHIP

1.1 Representation of Warranties. During the term of the Agreement, the Contractor will provide services to the Employer as agreed and hereby represents and warrants to the Employer that the Contractor has the qualifications, the experience, and the ability to perform properly the services.

SECTION 2 INDEPENDENT CONTRACTOR STATUS

2.1 Contractor Status. The Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venture, nor employee of the Employer. Contractor shall have no authority to bind, or otherwise obligate the Employer in any manner nor shall the Contractor represent to anyone that she has a right to do so.

2.2 Compensation. As consideration of all services to be rendered by the Contractor to the Employer set forth in this Agreement, the Employer shall pay the Contractor the amount specified in Exhibit A.

2.3 Withholding. The Employer and the Contractor acknowledge that the Contractor will act as an independent Contractor in the performance of this Agreement and shall be responsible for payment of all federal, state, and local employment taxes.

2.4 Expenses. The Contractor shall not be authorized to incur on behalf of the Employer any expenses without the prior written consent of the Employer. As a condition to receipt or reimbursement, the Contractor is required to submit to the Employer reasonable evidence that the amount involved is expended and related to the Services provided under this Agreement.

2.5 Benefits. Consistent with the relationship as an independent contractor, the Contractor will not be eligible to receive any municipal benefits during the term of this Agreement.



SECTION 3 TERMS AND TERMINATION

3.1 Terms. The Contractor shall provide service to the Employer for a term beginning on the commencement date of this Agreement (October 1, 2023) and continue for a period of two years with a termination on September 30, 2025. This AGREEMENT is eligible for extension thirty days prior to the termination date of September 30, 2025 upon request.

3.2 Termination. The Employer shall have the right to terminate this Agreement, for any reason, at any time upon thirty days written notice and the Contractor shall have the right to same and adhere to same process. In the event of such termination, the Contractor shall be paid for any portion of the services that have been performed prior to such termination.

SECTION 4 WORK TO BE PERFORMED

4.1 Terms. The Employer agrees to hire the Contractor to perform grant writing services, lobbying, developing & staffing two municipal advisory committees and specific work as stated and described in Exhibit A of this Agreement.

4.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this Agreement as described in Exhibit A.

4.3 Narrative of Work. The Contractor will continue to provide Grant writing services, grant research and lobbying efforts in conjunction with the Employer's Lobbying consulting team, specifically focusing on federal and State Agency advocacy. In addition to these duties, the Contractor will now staff and develop the Economic Development Advisory Committee and the Parks & Recreation Advisory Committee. The Contractor will report the two committee's progress and activities to the Commission (Employer).

SECTION 5 METHOD OF PROVISION OF SERVICES

5.1 Supervision. Services performed by the Contractor, as outlined in Exhibit A, will be under the Supervision of the Commission or its designee.

5.2 Employment of Others. The Employer may request that the Contractor arrange for the services of others. All costs for those services will be paid by the Employer but in no event shall the Contractor hire others to perform services under this Agreement without the prior authorization of the Employer,

5.3 Service Method. The Contractor shall be solely responsible for determining the method, details and means of performing the services. The Employer shall retain the right to ensure that the service is being performed according to the specifications outlined in Exhibit A.

5.4 Service Support. The Employer shall provide to the Contractor any municipal document(s) and information the Contractor will need to fulfill the scope of work defined in Exhibit A.



EXHIBIT A

SECTION 6 SCOPE OF WORK

6.1 Grant Research and Data Collection. The Contractor agrees to research funding opportunities that align with the Employer's needs, goals and qualifications. Consultation on such grant(s) between the Employer and the Contractor will commence and Employer will select the grant competitions for pursuit by the Contractor.

6.2 Grant Application Writing. The Contractor agrees to coordinate and jointly complete grant applications with the Employer's designated staff, experts and consultants during the interval of this Agreement.

6.3 Grant Application Processing & Costs. The application preparation of the Employer's grant(s) will require the securing, collecting and compiling of documents and ancillary information dictated and or requested by the Grantor. The Employer or its designee will submit required documents to the Contractor upon requests and in a timely manner. Employer will be responsible for all costs incurred as match funding requirement and application fee.

6.4 Legislative Development & Lobbying. The Contractor will assist with the development of the Employer's legislative proposals and priorities with the Employer's Lobbying consulting team and represents the Employer before federal, State and county granting agencies to secure grant funding, fulfillment of legislative budget requests or other funding opportunities.

6.5 Economic Development Advisory Committee Development and Staffing. The Contractor will assist in assembling a list comprised of residents, local community leaders and business owners for committee appointment by the Commission and establish the committee's vision, mission, policy and procedures and forward to the Commission for approval. The Contractor will construct the strategic plan, present it to the Commission for adoption and guide implementation by the committee. The Contractor will monitor committee progress, execute the recommendations set forth by the Commission and those contained, in and adopted from, the Pembroke Park Economic Development Feasibility Study. The Contractor will plan and facilitate committee meetings and report findings and progress to the Commission for adoption and implementation, when required. Recommendations and adopted measures will be utilized in seeking economic development grant opportunities and to support business retention and business recruitment.

6.6 Parks & Recreation Advisory Committee Development and Staffing. The Contractor will staff the Parks & Recreation Committee and facilitate meetings in accordance with the directives of the Commission. The Contractor will also assist the committee with developing recommendations for park improvements for two parks and to determine the recreational needs of the community. The Contractor will assist the committee in collecting suggestions and ideas from residence and the business community to assist a third-party consultant in the creation of the Town's Parks Master Plan. Recommendations set forth in the Master Plan will be utilized as a blue print to enhance, expand and improve recreational and outdoor environments and as a guide for the purpose of seeking grant opportunities.

6.7 Special Projects. The Employer may require additional support with special projects, municipal administration, compliance issues, or other circumstances. Upon request and if available, the Contractor is open to assist the Employer within the confines of this AGREEMENT.



SECTION 7 CONFIDENTIALITY

7.1 Confidentiality of Information & Documents. The Contractor agrees that any information received during any furtherance of the Agreement concerning personal, financial or other affairs of the Employer will be treated by the Contractor in full confidence and will not be revealed to any other person, firm or organization excluding information shared with designated personnel working in conjunction with the scope of work.

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 Default. In the event action is filed to enforce this Agreement or with respect to this agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including reasonable attorney's fees.

8.2 Compliance with State Law. This Agreement shall be governed by and shall be construed in accordance with the Laws of Florida.

SECTION 9 COMPENSATION

9.1 Payment Agreement. The Contractor invoices the sum of \$110,000.00 each year of this AGREEMENT to fulfill the scope of work detailed in Exhibit A.

9.2 Payment Schedule. The Employer agrees to pay the Contractor in twenty-four (24) monthly installments in the amount of \$9,166.67 each payment, as compensation for the work detailed in Exhibit A and for the duration of this two-year AGREEMENT.

DC STRATEGIES LLC., a Florida limited liability company

TOWN OF PEMBROKE PARK, a Florida municipality

By: _____
Desinda L Wood-Carper

By: _____
Ashira Mohammad, Mayor-Commissioner

Print Name: _____
Authorized Representative

Attest: _____
Marlin Martell, Clerk

Date: _____

Date: _____

TOWN ATTORNEY'S OFFICE
Approved as to form and legality

By: _____
Town Attorney



FEE STRUCTURE

6.1 – 6.3 Grant Research and Data Collection (unlimited number of grants)	\$65,000.00
* Grant Application Writing (unlimited number of grants)	included
Grant Application Document Assembly & Processing	included
6.4 Legislative Development & Lobbying (Legislature, State Agencies & County)	
\$20,000.00	
6.5 Economic Development Advisory Committee Development and Staffing	\$10,000.00
6.6 Parks & Recreation Advisory Committee Development and Staffing	\$10,000.00
6.7 Special Projects (limited to Contractor's field of expertise)	included
Travel expenses (Advisory meetings, FLC registrations/meetings, Legislative Fly-In's)	<u>\$5,000.00</u>
Total Contractual Compensation	\$110,000.00

* Contractor does not charge a percentage of any grant funding successfully secured for the Employer.



CONTRACTUAL AGREEMENT

THIS AGREEMENT is between the **TOWN OF PEMBROKE PARK**, herein referred to as the "Employer" and **DESINDA WOOD-CARPER of DC STRATEGIES LLC**, herein referred to as the "Contractor," and commencing on October 1, 2022. This AGREEMENT provides for a yearly extension ending September 30, 2026.

NOW, IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1 CONTRACTUAL RELATIONSHIP

1.1 Representation of Warranties. During the term of the Agreement, the Contractor will provide services to the Employer as agreed and hereby represents and warrants to the Employer that the Contractor has the qualifications, the experience, and the ability to perform properly the services.

SECTION 2 INDEPENDENT CONTRACTOR STATUS

2.1 Contractor Status. The Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venture, nor employee of the Employer. Contractor shall have no authority to bind, or otherwise obligate the Employer in any manner nor shall the Contractor represent to anyone that she has a right to do so.

2.2 Compensation. As consideration of all services to be rendered by the Contractor to the Employer set forth in this Agreement, the Employer shall pay the Contractor the amount specified in **Exhibit A**.

2.3 Withholding. The Employer and the Contractor acknowledge that the Contractor will act as an independent Contractor in the performance of this Agreement and shall be responsible for payment of all federal, state, and local employment taxes.

2.4 Expenses. The Contractor shall not be authorized to incur on behalf of the Employer any expenses without the prior written consent of the Employer. As a condition to receipt or reimbursement, the Contractor is required to submit to the Employer reasonable evidence that the amount involved is expended and related to the Services provided under this Agreement.

2.5 Benefits. Consistent with the relationship as an independent contractor, the Contractor will not be eligible to receive any municipal benefits during the term of this Agreement.

SECTION 3 TERMS AND TERMINATION

3.1 Terms. The Contractor shall provide service to the Employer for a term commencing on the effective date of this Agreement and continue for a period of one year with a yearly extension not to exceed September 30, 2026. Contract is eligible for extension thirty days prior to the end of the effective date.

**P.O. Box 470 · Winter Park, FL 32790
(850) 363-3781 · Desindawoodcarper@yahoo.com**



3.2 Termination. The Employer shall have the right to terminate this Agreement, for any reason, at any time upon thirty days written notice and the Contractor shall have the right to same and adhere to same process. In the event of such termination, the Contractor shall be paid for any portion of the services that have been performed prior to such termination.

SECTION 4 WORK TO BE PERFORMED

4.1 Terms. The employer agrees to hire the Contractor to perform grant procurement services and work as stated and described in **Exhibit A** of this Agreement.

4.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this Agreement as described in **Exhibit A**.

SECTION 5 METHOD OF PROVISION OF SERVICES

5.1 Supervision. Services performed by the Contractor, as outlined in **Exhibit A**, will be under the Supervision of the Employer's designee.

5.2 Employment of Others. The Employer may request that the Contractor arrange for the services of others. All costs for those services will be paid by the Employer but in no event shall the Contractor hire others to perform services under this Agreement without the prior authorization of the Employer.

5.3 Service Method. The Contractor shall be solely responsible for determining the method, details and means of performing the services. The Employer shall retain the right to ensure that the service is being performed according to the specifications outlined in **Exhibit A**.

5.4 Service Support. The Employer shall provide to the Contractor any municipal document(s) and information the Contractor will need to fulfill the scope of work defined in **Exhibit A**.

SECTION 6 CONFIDENTIALITY

6.1 Confidentiality of Information & Documents. The Contractor agrees that any information received during any furtherance of the Agreement concerning personal, financial or other affairs of the Employer will be treated by the Contractor in full confidence and will not be revealed to any other person, firm or organization excluding information shared with designated personnel working in conjunction with the scope of work.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 Default. In the event action is filed to enforce this Agreement or with respect to this agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including reasonable attorney's fees.

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EXHIBIT A

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8.3 Grant Application Processing & Costs. The application preparation of the Employer's grant(s) will require the securing, collecting and compiling of documents and ancillary information dictated and or requested by the Grantor. The Employer will submit required documents to the Contractor upon requests and in a timely manner. Employer will be responsible for all costs incurred for completion & submittal of all applications.

8.4 Legislative Development. The Contractor will assist with the development of the Employer's legislative proposals and priorities & represent the Employer before State and federal granting Agencies.

SECTION 9 COMPENSATION

9.1 Payment Agreement. The Employer shall pay the Contractor the sum of \$61,600.00 to fulfill the scope of work detailed in **Exhibit A**.

9.2 Payment Schedule. The Employer shall pay a monthly compensation of \$5,134.00 for the duration of this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT on the respective dates under each signature below.

DC STRATEGIES, LLC, a Florida limited liability company

By: Desinda L. Wood Carper
Desinda L Wood-Carper

Print Name: Desinda L. Wood Carper
Authorized Representative

Date: 9/12/2022

TOWN OF PEMBROKE PARK

DocuSigned by:
By: Geoffrey Jacobs
Geoffrey Jacobs, Mayor-Commissioner

Attest: Marlen Martell
Marlen Martell, Town Clerk

Date: 10/17/2022

TOWN ATTORNEY'S OFFICE

DocuSigned by:
Approved as to form and legality
By: Melissa Anderson
Melissa P. Anderson, Town Attorney

**P.O. Box 470 • Winter Park, FL 32790
(850) 363-3781 • Desindawoodcarper@yahoo.com**

AGENDA ITEM REPORT



To:

Subject: S.W. 30th Street Forcemain Replacement - Keith & Associates (Presentation)

Meeting: 09 27 2023 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Sep 27 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director



Engineering Inspired Design.

SW 52nd Ave Sink Hole
Videotape analysis

Carlos Morales

PROJECT MANAGER I, CIVIL ENGINEER

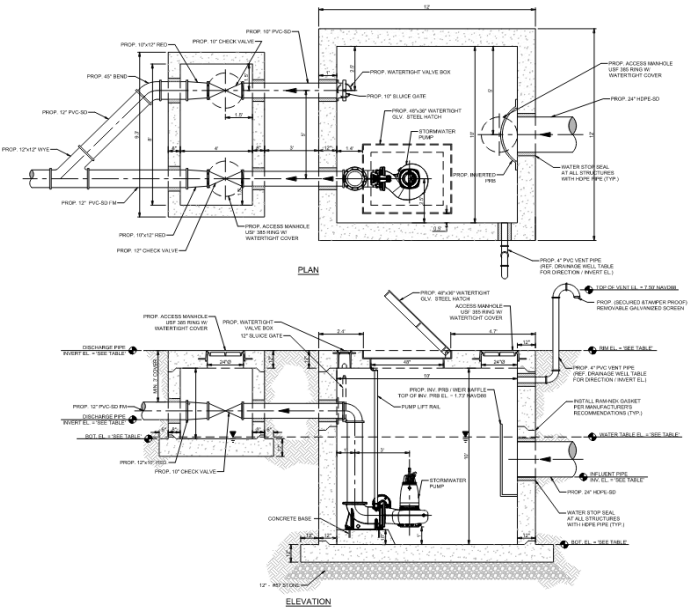
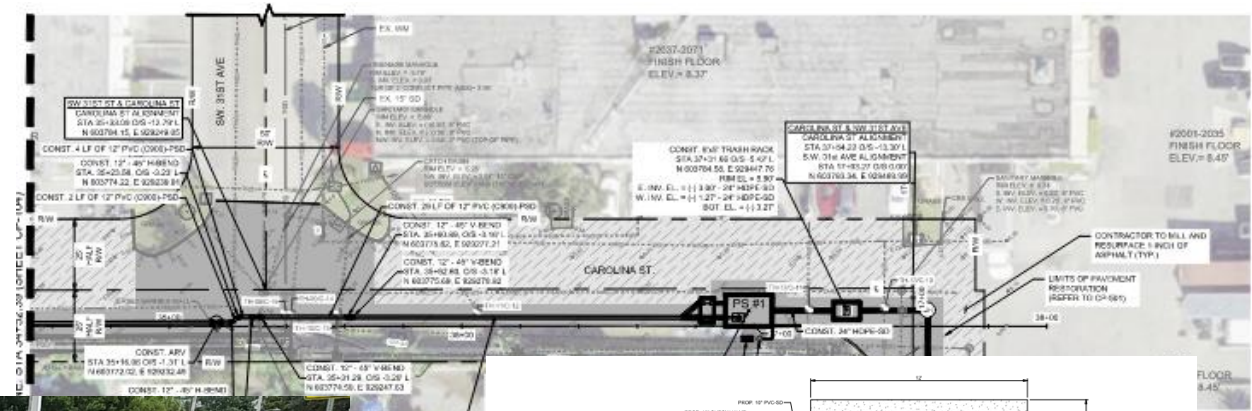
Carlos Morales is an experienced Civil Engineer who has a proactive approach and Motivation to ensure the success of all projects. He is capable of problem solving, making decisions under pressure environments. He is a team-oriented manager, who can mentor, train, and motivate team members, so they can succeed professionally and personally. His areas of expertise include Sustainable Engineering, Construction Management, Stormwater Management, Drainage Analysis, Roadway Design, and Land Development.

- University of Miami, B.S. Architectural Engineering, 2015
- 13 years in the industry
- 2.5 years with KEITH



Projects:

- 1) JP Lyons Stormwater Improvements
- 2) SW 30th Street Forcemain Replacement
- 3) SW 52nd Avenue Sink Hole
- 4) Acting Town Planners



① STORMWATER PUMP STATION DETAIL

JP Lyons Stormwater Improvements

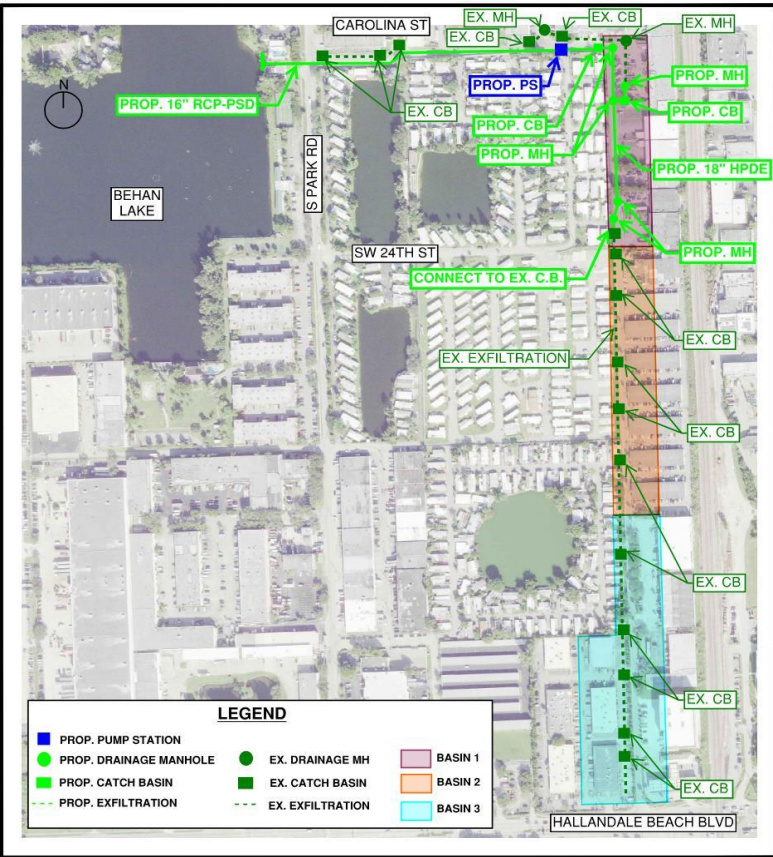
Permitting

The project involves enhancing the stormwater system on SW 31st Avenue. This enhancement includes the addition of an exfiltration trench and a stormwater pump station at the intersection of Carolina Street and SW 31st Avenue, which will discharge into Behan Lake. The primary goal of this design is to improve the road conditions while also maintaining the water out of the adjacent commercial special areas.

This design ensures that the road maintains a high level of service, meeting the 5-year 1-day inlet protection standards and the 10-year 1-day requirements for the road edges. Notably, the design has successfully minimized any adverse impacts on nearby properties, reducing them to zero.

Currently, the project is in the process of obtaining BC RED Stormwater permitting and is expected to advance to the next stage within the next 30 days.

Peak Stage – Scenario Three (Pump Station and Additional Exfiltration)					
Design Rainfall Event	Peak Stage (ft – NAVD)	Ex. Rim El. (ft – NAVD)	Ex. Crown El. (ft – NAVD)	Difference between Max Stage and Rim (ft – NAVD)	LOS Achieved
5Yr-24Hr	3.91	3.91 – 5.95	4.34 – 5.95	0.00	Yes
10Yr-24Hr	4.26	3.91 – 5.95	4.34 – 5.95	0.35	Yes



SHEET NAME 12609.00 - SCENARIO 3	KEITH 5805 Blue Lagoon Drive, Suite 218 Miami, Florida 33126 PH: (305) 667-5474 Florida Engineering Business License: CA7922 Florida Surveyor and Mapper Business License: L38660 Florida Landscape Architecture Business License: LC26000457 PROJECT NAME DRAINAGE IMPROVEMENTS PROJECT NO. 12609.00 - JP LYONS LANE	DATE 09/2022 SCALE N.T.S. DSGN. BY MR DWNG. BY AR CHK. BY TD	DATE REVISIONS
SHEET EXH - 103			

SW 30th Street Forcemain Replacement

30% Construction Documents

The SW 30th Street Sanitary Sewer Forcemain replacement project is focused on upgrading aging infrastructure along SW 30th Street, from SW 33rd Avenue to SW 46th Avenue, within the boundaries of the Town of Pembroke Park and City of West Park.

The project includes the installation of approximately 4,000 LF of 8-inch gravity sewer main, 2,000 LF of 6-inch sanitary sewer force main, and two public pump stations along the corridor. This modernization aims to enhance system reliability, support upcoming developments along the south corridor of Hallandale Beach Boulevard, and mitigate soil contamination risks associated with the current failing infrastructure. By addressing these issues, the project aims to improve the overall efficiency and sustainability of the Town's sewer system.

Currently, the project has completed the additional survey services and designation. The design is at 30% construction Documents. At the moment we are pending the Pumps manufacturer to send the pump selected.



SW 52nd Avenue Sink Hole Repair

Completed

The SW 52nd Asvenue Sink Hole was completed at the end of June 2023.



THANK YOU!



AGENDA ITEM REPORT



To:

Subject: Sewer Master Plan Update - Craig A. Smith & Associates (Presentation)

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

UPDATED WASTEWATER MASTER PLAN ATLAS

LOCATION MAP



BOARD OF COMMISSIONERS

MAYOR	MAYOR ASHRA MOHAMMED, DISTRICT 5
VICE MAYOR	ERIK MORRISSETTE, DISTRICT 1
CLERK COMMISSIONER	WILLIAM R. HOOKKINS, DISTRICT 2
ACTING CLERK COMMISSIONER	MUSRIKA KASHEM, DISTRICT 4
COMMISSIONER	GEORFFREY JACOBS, DISTRICT 3



SHEET INDEX		
NUMBER / SHEET		DESCRIPTION
01	C-01	COVER SHEET
02	C-02	10' SHEET & SITE PLAN
03 - 14	C-03 - C-14	MASTER PLAN ATLAS

PREPARED FOR:

TOWN OF PEMBROKE PARK

PROJECT No. 08-22-025

DRAFT COPY

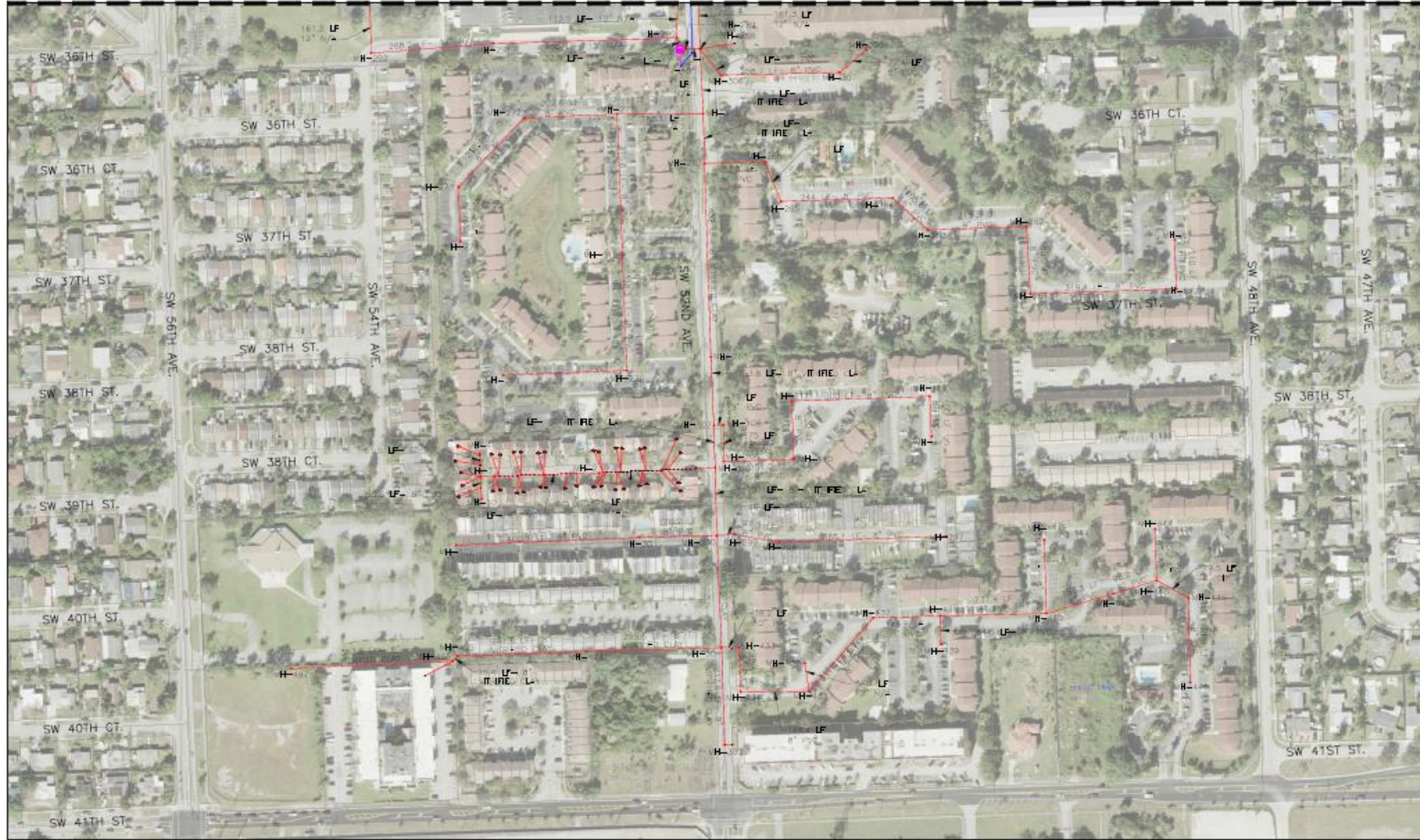


CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL — BOCA RATON, FLORIDA 33486
(561) 314-4445 WWW.CRAIGSMITH.COM
CERTIFICATE OF AUTHORIZATION NUMBER: LB0003110



FILE NAME: 08-22-025-C-01-COVER.dwg

SEE SHEET C-13 FOR CONTINUATION

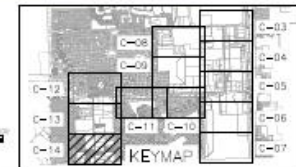


PROJECT NUMBER
08-22-025
14 OF 14

UPDATED WASTEWATER
MASTER PLAN ATLAS
TOWN OF PEMBROKE PARK

DRAFT COPY

- LEGEND**
- FORCE MAIN PIPE
 - GRAVITY SEWER PIPE
 - GRAVITY SEWER MANHOLE
 - LIFT STATION/RETENAIL
 - PRESSURE JUNCTION



1 Gallon = 0.13368056 Cuft
7.48051 Gallon = 1 Cuft
Volume = 3.14 x R² x H
Dia = 2 x R

GPM = Volume / Time

(measure down)flow (Gpm) + (incoming flow rate (measure up) GPM = Pump Flow GPM

Measure Down Flow

Diameter (ft)	Height (FT)	Time (dec. min)	Volume: Gals	Flow = GPM
6'	6" 5	29	105.6"	.48 ⇒ 219 gpm ⁺
6'	6" 5	29	" "	+ 166 J
6'	6" 5	29	" "	385 GPM
6'	6" 15	29	" "	

Average Flow: _____

Measure Up

Diameter (ft)	Height (FT)	Time (dec. min)	Volume: Gals	Flow = GPM
6"	6"	38	105	166.67 @ 9:00 AM
6"	6"	38	105	
6"	6"			
6"	6"			

Average Flow: _____

Pump Flow: _____

General Remarks:

Allen Co. R. of M. 40 GPM I&I
Keep Existing wet-pit as recinal MH in future.
Keep generator. Maintenance would like to have central
Pump on the South Side

\\cas-file\projects\cities_villages_towns\pembroke_park\08-22-025-stmsewer-masterplan\engineering\fieldnote
forms\masterplanpumpevaluationform\wastewater-lift station evaluationform.docx

WASTEWATER SYSTEM LIFT STATION CONDITION SURVEY

Project No. _____ Date: 9-07
Observers: Dan Shenk, Todd Larson
Owner: Pembroke Park Location: LS-17
General Site Condition: Breaker is Broken and Replaced, it is Beyond.
2012 Flooded control Panel - Replaced Breaker's Both - Breaker Page 2
Wetland Emergency Gen. Drains
Electric Service: 220V
Main Disconnect: _____ Volts: 220V Phase: 3 phase
Emergency Generator: Onsite/Portable _____ AMP: 125 AMP Breaker: Yes Fused _____
12058 AMP
12058 AMP
Disconnect: Yes AMP: 417 AMP Breaker: Yes Gen. Receptacle _____
Automatic Alternator: _____ Yes _____ No _____
Alarm: X Yes _____ No X Local X Light _____ Bell _____ Horn _____
Remote _____ Alarm Signal Transmitted Via _____
Raceway System: _____ PVC and _____ RGS
Condition: Generator Install 2008 - Generator is in good condition
Enclosure: _____ NEMA Type 4 - sand at-touched
Control Panel Condition: _____
Severe Corrosion: _____ Replace: _____ Good: X
Moderate Corrosion: _____ Clean & Paint: _____
Dig. _____
Valve Pit and Condition: Bad condition no ventilation
Type and Number of Pumps: Germann-Rupp Pumps (2) 6" 30HP
Emergency Pump Out: Y / N : Size _____ Fluid Level Detector: Pressure Transducer / Floats
Pump Guide Rails and Lift Cable Condition and Material: Stainless Steel / Not Stainless Steel _____
Piping: Size: 6" Material: Cast Iron Condition: OIA
Access: Fenced / Locked
Size of Wetwell DIA: 6' Wetwell Material: Concrete Polyethylene/Fiberglass/other _____
Condition: Good (top panel replaced)

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forms\masterplanpumpevaluationform\wastewater-lift station evaluationform.docx

1. Pump Station: 17 Duplex: X Simplex: _____ Triplex: _____
2. Does the pump station have the following:
- | | | |
|---------------------------|--------------|-------------|
| a. Grease Trap | _____ YES | <u>X</u> NO |
| b. Access Hatch | <u>X</u> YES | _____ NO |
| c. Liquid Level Floats | <u>X</u> YES | <u>X</u> NO |
| d. Lifting Cable or Chain | _____ YES | _____ NO |
| e. Pressure Gauge | _____ YES | <u>X</u> NO |
| f. Gate Valve | <u>X</u> YES | _____ NO |
| g. Check Valve | <u>X</u> YES | _____ NO |
| h. Valve Pit | <u>X</u> YES | _____ NO |
| i. Emergency Pump Out | <u>X</u> YES | _____ NO |
| j. Valve Pit Access Hatch | <u>X</u> YES | _____ NO |
| k. Full-time Access | <u>X</u> YES | _____ NO |
4. Does the control panel have the following:
- | | | |
|-----------------------------------|--------------|----------|
| a. Emergency Generator Connection | <u>X</u> YES | _____ NO |
| b. Alarm | <u>X</u> YES | _____ NO |
| c. Alternating Relay | <u>X</u> YES | _____ NO |
| d. Main Disconnect | <u>X</u> YES | _____ NO |
| e. Emergency Disconnect | <u>X</u> YES | _____ NO |

GENERAL INFORMATION:

PUMP TYPE: Germann-Rupp

MANUFACTURER: MODEL NO: T6A35-B/F Ser. No.: 1760911

IMPELLER NO.: STD HP: 30

DESIGN POINT: _____ GPM: _____ FT. TDH: _____

MAIN BREAKER: AMPS 125 AMP

MOTOR BREAKER #1: AMPS STARTER #1 SIZE: 125 Amps each : Starter Semis 60Amp
1460 T 32A 30HP

MOTOR BREAKER #2: AMPS STARTER #2 SIZE: 125 Amps each : Starter Semis 60Amp
1460 T 32A 30HP

MOTOR BREAKER #3: AMPS STARTER #3 SIZE: 125 Amps each : Starter Semis 60Amp
1460 T 32A 30HP

SERVICE WIRE AND SIZE: 3 Gauge wire

SERVICE CONDUIT SIZE: 2.5"

TRANSFORMER LOCATION: 20ft to the South

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forms\masterplanpumpevaluationform\wastewater-lift station evaluationform.docx

SANITARY SEWER SYSTEM MASTER PLAN

GENERAL INFORMATION

1.1 History

In the 1950's, the area known today as the Town of Pembroke Park was being developed as an industrial area with some of the less attractive industries being constructed within its municipal boundaries. At that time, the Town's municipal boundaries were confined to what today makes up the eastern section of the Town. By 1957, several chemical plants had been established within the Town.

It was about the time when the industrial plants were becoming operational, that several landowners in the area formed a consensus and petitioned the Legislature of the State of Florida in a special session to create the municipality of Pembroke. The Legislature approved this petition and the Town of Pembroke was formed. Shortly after its formation, the Town on December 16, 1957 passed and adopted its first zoning regulations to control the spread of objectionable industry. These regulations were most likely drafted as a direct result of the type of development that had been occurring in the area prior to becoming a municipality.

Shortly after the Town of Pembroke was created by the Legislature of the State of Florida, this same body abolished the municipality. However, the Town of Pembroke Park was established and State Law adopted its Charter on June 20, 1959 (House Bill No. 2477). The Town's utilities consisted of small lift stations, which were built as commercial properties developed. Small force mains interconnected these small lift stations and pumped them to the City of Hollywood's regional wastewater treatment plant. Since that time a series of small annexations and attempted annexations has slowly increased the Town's area, specifically toward the west. The final annexation was in 1978 of Hollywood Ridge Farms, which added approximately 3/8 of a square mile to the Town's area along its western boundary, which increased the Town's size to approximately 1.65 square miles.

The development of the Town of Pembroke Park occurred primarily prior to 1980 and slowed somewhat during the period between 1980 and 1990. During the period between 1990 and 1995, growth within the Town of Pembroke Park was nearly non-existent. Recently (after 1996), the Town of Pembroke Park has been experiencing a significant increase in development. During the period between 1996 and 2008 an additional 800 housing units were developed on the west side of Pembroke Park.

In between 2000 and 2020 Meekins Lake was filled to create additional industrial land. More than 2.4 million square feet of industrial warehouse was built or is

currently being built on the infilled lake sections. The Town is undergoing a redevelopment of the older commercial and industrial properties with single story warehouses being torn down and multi-story commercial buildings being erected in their place. This trend is expected to continue.

The water table is considerably high throughout the town of Pembroke Park. This along with Ageing infrastructure (Sewer Pipes and Sewer Structures) has attributed to significant Inflow and Infiltration throughout the town. Which has significantly impactable the operation and maintenance cost in the town.

Many of the lift station throughout the town are in need of complete replacement or significant rehabilitation to address the current deterioration and improve operation and maintenance cost due to emergency breakdowns.

CONCLUSIONS AND RECOMMENDED IMPROVEMENTS

5.1 Recommended Improvements

The Town of Pembroke Park should address their forcemain and gravity sewer collection system to incorporate the following modifications:

- Complete the SW 30th Street project which includes Abandonment of all existing private and public Lift Stations (#13, 15, 33, 12, 11, and 10), along SW 30th Avenue. Install two new lift stations and gravity collection system. Connect the east lift station to the town's east system and connect the proposed west lift station to the town's west system.
- Install a gravity sewer collection system, including a lift station and force main, to take the S.W. 30th Avenue area off septic tanks.
- Replace the following Lift Stations # 14, 17, 19 with a modern submersible lift station and valve box, constructed of concrete and supplied with modern electrical controls. The typical small duplex pump station will most likely have a pair of 10 to 15 HP pumps rated at 100 to 200 gpm at 100 feet total dynamic head (TDH).
- The estimated costs to make these improvements are shown on Table 5.1. Please note the final wastewater pump station designs will have to be made depending on pipeline sizes, connections to the County's forcemains, and available funding. Another hydraulic design should be conducted for the final design phases of this project.
- The gravity sewer systems affiliated to Lift Station 22 and 26 have

considerable I & I issue. The mobile home park has no residents. The system may be experiencing Inflow and Infiltration issues due to improper service disconnects during mobile home removal upon Mobile Home/RV Park closure. The majority of the sewer systems in this location could be sealed off and abandon to alleviate the town of continual operation, maintenance, inflow and infiltration from these systems and lift stations.

- Complete Inflow and infiltration inspections throughout the entire town. Utilized Cured In Place pipe liner to rehabilitation existing aged Vitrified Clay Pipes throughout the system and line structures as necessary.
- Enforce the town code requiring all the properties with sanitary sewer access to connect into the system and pay sewer fees.
- Replace all forcemains at the end of the product lifespan
- Trinity Lakeside Mobile Home Park abandonment. Systems need to be permitted and properly closed out. Plug abandoned section of Gravity Sewer to eliminate I & I in the remaining gravity sewer system. Ensure sewer is available and working for remaining system.
- System Capacity: Current Capacity of the system is 1.1 mil GPD. The town is currently over capacity. The town needs address the I & I issues in the system and possibly assess acquiring more capacity once the I & I issues are addressed.

Long Term Recommendation:

- Combine Systems for LS 5 and LS 4 and replace with one Lift Station, moving gravity sewer to the road and out from under the homes.
- Combine Systems for LS 1, 2, 3, 6, 7, 18, 18a, 24, 25 and replace with one Lift Station, moving gravity sewer to the road and out from under the homes.
- Combine Systems for LS 1, 2, 3, 6, 7, 18, 18a, 24, 25 and replace with one Lift Station, moving gravity sewer to the road and out from under the homes.
- Combine Systems for LS 9, 29, 30 and 32 and replace with one Lift Station, moving gravity sewer to the road and out from under the residential homes.
- Combine Systems for LS 31 and 16 and Replace with one Lift Station.
- Combine Systems for LS 19, 22, and 26 and Replace with one Lift Station, moving gravity sewer to the road and out from under the mobile homes.

Sanitary Sewer Master Plan



SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT July 2023 Large User Capacity Report (GPD)

Large User	Encumbered Flow*	Annual Average Daily Flow / Last 12 Months	Total Flow AADF + Enc.	Capacity**	% of Cap Used	% of Cap Used or Encumbered	Available Capacity
Broward County	663,858	3,885,880	4,549,738	5,883,000	66.05%	77.34%	1,333,262
Dania Beach	2,171,505	3,853,468	6,024,973	5,217,000	73.86%	115.49%	-807,973
Hallandale Beach	1,554,069	7,514,348	9,068,416	8,713,500	86.24%	104.07%	-354,916
Hollywood	1,342,082	18,039,075	19,381,157	21,811,500	82.70%	88.86%	2,430,343
Miramar ***	0	47,863	47,863	1,665,000	2.87%	2.87%	1,617,137
Pembroke Park	256,793	1,013,905	1,270,698	1,110,000	91.34%	114.48%	-160,698
Pembroke Pines	256,970	8,298,460	8,555,430	11,100,000	74.76%	77.08%	2,544,570
Total	6,245,277	42,653,000	48,898,277	55,500,000			6,601,724
WWTP AADF	42.7						
Encumbered Flow	6.2						
Total MGD	48.9						

* Encumbered flows updated to reflect most recent activity

** 9/30/2012 Plant Capacity Officially Rated at 55.5 MGD

***Miramar Discontinued Monthly Flows to the SRWWTP on 01/10/2011 per Signed Agreement but open their interconnect as an emergency measure.

Updated 8/8/2023



CITY OF HOLLYWOOD, FLORIDA LARGE USER MONTHLY METER READ REPORT

Large User	LUM	Meter Site	Read Date: June 25, 2023			Read Date: July 25, 2023		
			Meter Reading	Total Flow	GPD	Meter Reading	Total Flow	GPD
Hallandale	8	22nd Ave. & Fletcher	1,488,098,000	90,276,000	2,912,129	1,562,575,000	74,477,000	2,482,567
Hallandale	7	US1 & Pembroke Rd.	109,259,000	26,606,000	858,258	134,150,000	24,891,000	829,700
Hallandale	9	E-6 Funston St.	9,557,695,000	126,224,000	4,071,742	9,666,623,000	108,928,000	3,630,933
Hallandale	10	E-8/Three Islands	3,194,071,000	29,330,000	946,129	3,217,764,000	23,693,000	789,767
Hallandale Total				272,436,000	8,788,258		231,989,000	7,732,967
Pembroke Park	3	Coca-Cola Plant	2,777,325,645	23,641,121	762,617	2,799,622,572	22,296,927	743,231
Broward By-Pass		3101 SW 48th Ave.	1,006,423,300	8,624,500	274,984	1,015,186,800	8,763,500	292,117
Total - Pembroke Park				32,165,621	1,037,601		31,060,427	1,035,348
Pembroke Pines	12	Taft St. & 74th Ave.	5,903,636,000	285,054,000	9,195,290	6,164,239,000	260,603,000	8,686,767
City of Miramar	11	Miramar Sewer Plant	340,129,000	1,826,000	58,903	340,129,000	0	0
Dania Beach	5	Sheridan & SE 5th St.	9,553,204,000	128,859,000	4,156,742	9,667,185,000	113,981,000	3,799,367
Broward County	3A	Stirling Rd. & 56th	364,877,140	110,984,283	3,580,138	457,187,991	92,310,851	3,077,028
Broward County	3B	Pembroke Rd & 54th	7,088,902,000	41,029,000	1,323,516	7,128,915,000	40,013,000	1,333,767
Alandco Deduct		Griffin Rd. & 30th	-525,399,800	(3,143,300)	(101,397)	(528,294,900)	(2,895,100)	(96,503)
Oakridge Deduct		Stirling Rd & 35th	(720,055,970)	(6,182,490)	(199,435)	(725,188,320)	(5,132,350)	(171,078)
Pembroke Park By-Pass		3101 SW 48th Ave.	(1,006,423,300)	(8,624,500)	(274,984)	(1,015,186,800)	(8,763,500)	(292,117)
Broward County Total				134,162,993	4,327,838		115,532,901	3,851,097
Total Bulk User Flow				854,503,614	27,564,633		753,166,328	25,105,544
WW Treatment Plant Flow				1,542,160,505	49,747,113		1,305,411,379	43,513,713
COH Waste Water Flow				687,656,891	22,182,480		552,245,051	18,408,168
Cooper City	4	SW 51st St.	2,390,332,000	31,592,000	1,019,097	2,420,577,000	30,245,000	1,008,167
Town of Davie	6	Davie Sewer Plant	8,514,147,000	65,436,000	2,110,839	8,577,073,000	62,926,000	2,097,533
ESTIMATED								

AGENDA ITEM REPORT



To:

Subject: Stormwater Master Plan Update - Kimley Horn & Associates (Presentation)

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

TOWN OF PEMBROKE PARK

STORMWATER MASTER PLAN

Kimley»Horn



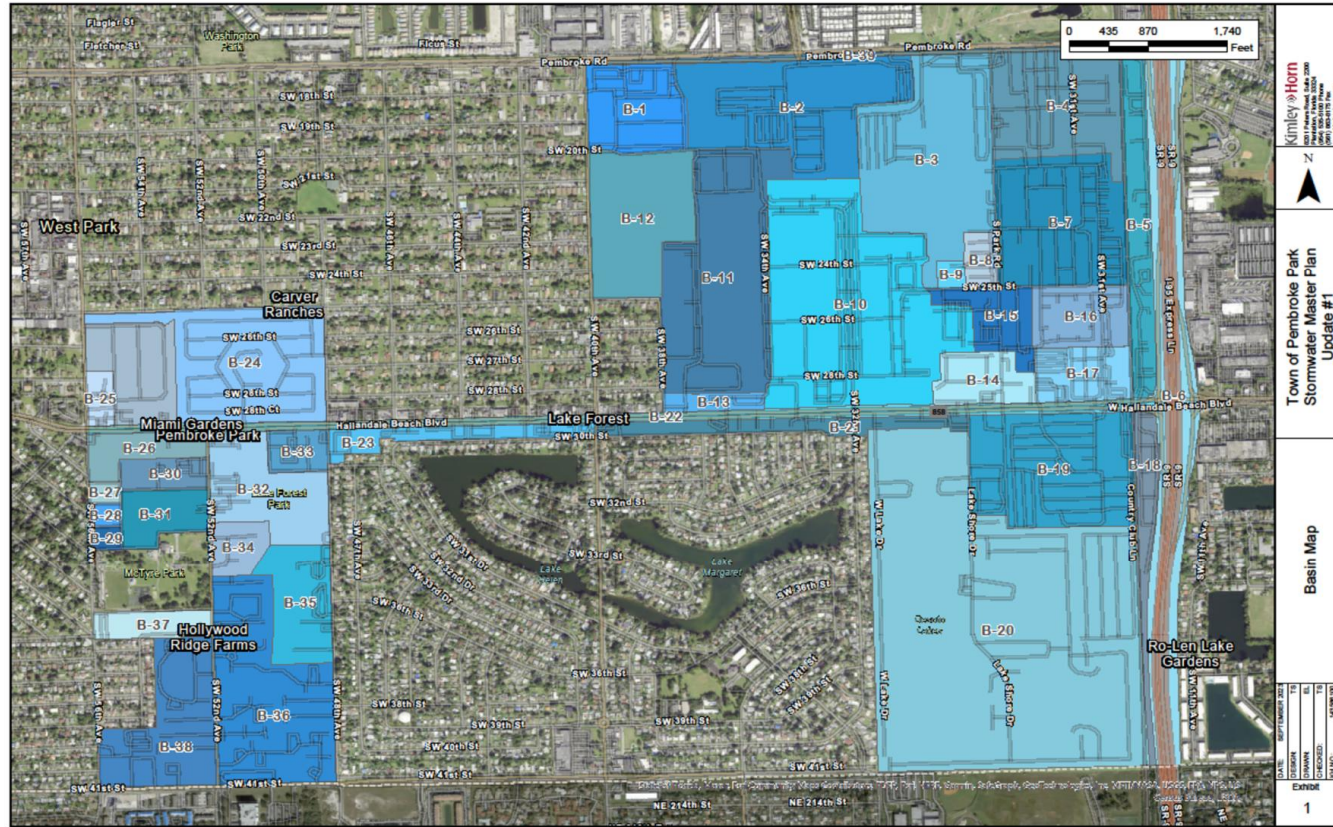
Prepared For:
Town of Pembroke Park
3150 SW 52nd Ave,
Pembroke Park, Florida 33023

Prepared By:
Kimley-Horn & Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, Florida 33324

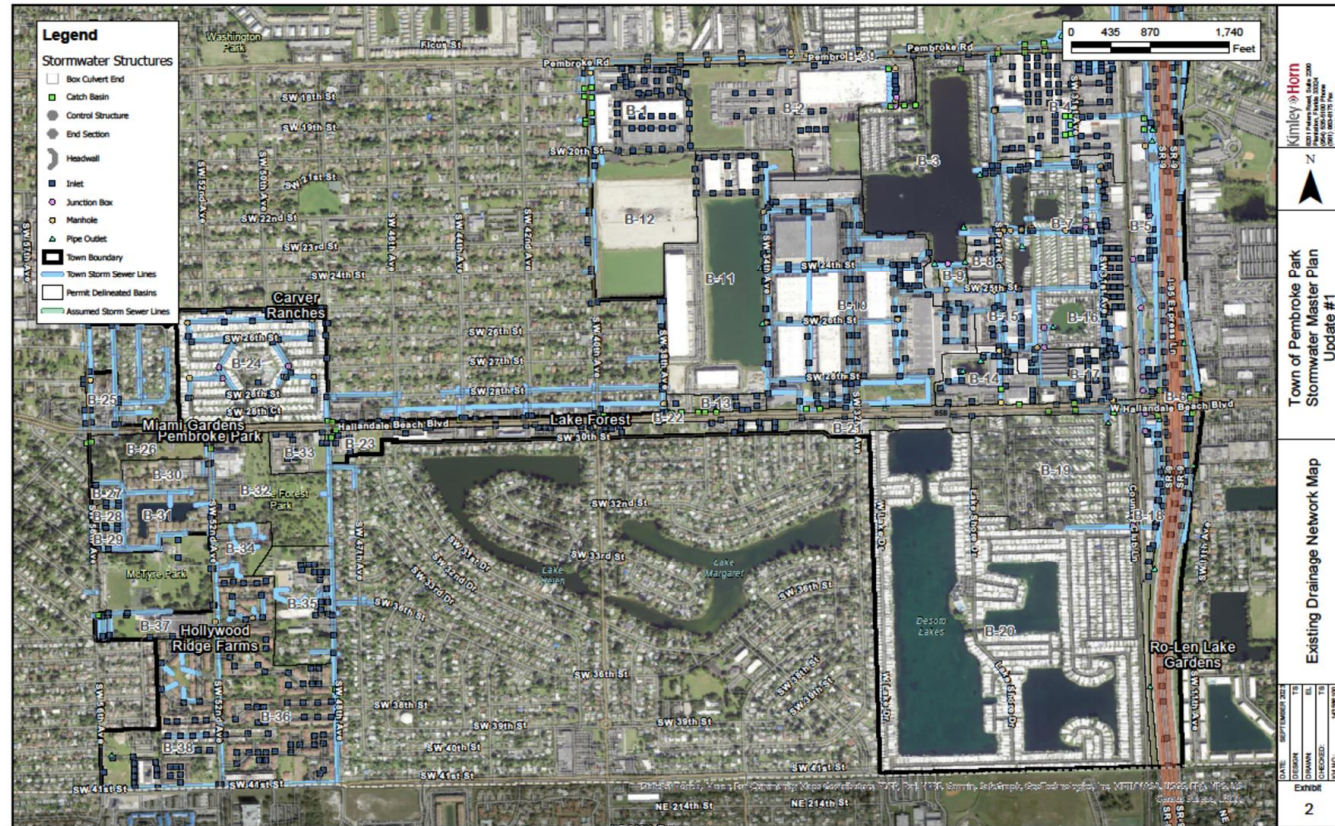
Project Overview

Project Kickoff September 2022
Project Coordination August 2023
Research all historical documents
Prepare model of existing conditions
Identify Deficiency Areas
Prioritize Deficiency Areas
Model Deficiency Area Improvements
Prepare a CIP
Finalize the SWMP
Present to Council

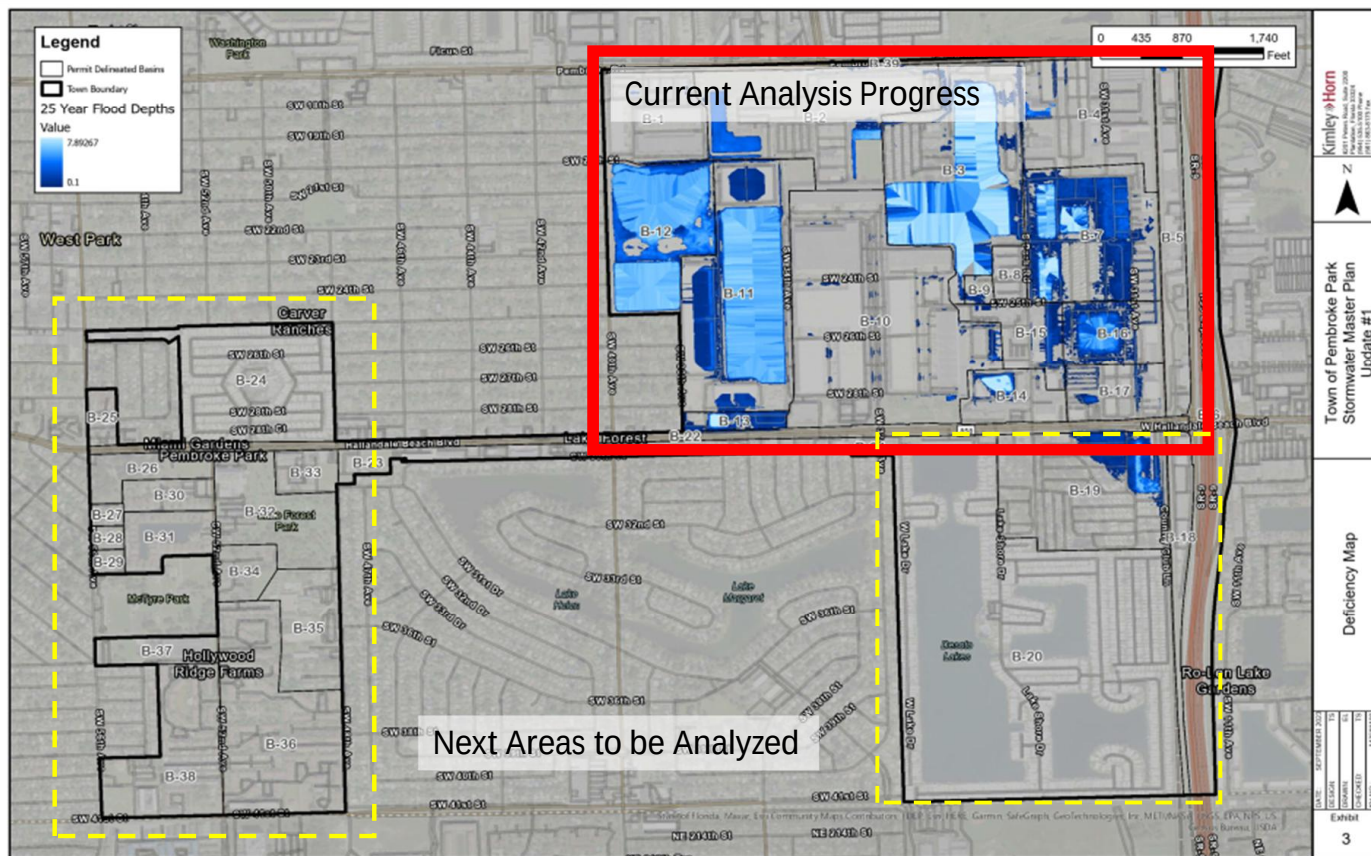
Sub-Basin Map



Existing Drainage Network Map



Deficiency Map



Next Steps



Example CIP Development



Table 9- SW 170th Avenue Capital Improvements Estimated Cost (Phase 1)

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization	1	LS	\$15,250	\$15,250
2	Maintenance of Traffic	1	LS	\$6,100	\$6,100
3	Stormwater Pollution Prevention Plan	1	LS	\$1,525	\$1,525
4	Clearing and Grubbing	1	LS	\$6,100	\$6,100
5	Site Preparation and Restoration	1	LS	\$9,150	\$9,150
6	Milling Existing Asphalt Pavement (1" min.)	2,275	SY	\$3	\$7,000
7	Asphalt Overlay (1" min.)	2,275	SY	\$3	\$7,000
8	HDPE Storm Pipe, 18" including Trench Restoration	775	LF	\$125	\$97,000
9	HDPE Storm Pipe, 15"	470	LF	\$80	\$38,000
11	Storm Manhole-Structure	3	EA	\$3,000	\$9,000
12	Catch Basin-Structure	29	EA	\$3,000	\$87,000
13	Driveway Restoration	710	SY	\$50	\$36,000
14	Swale regrading	930	SY	\$25	\$24,000
15	Signing and Pavement Marking	1	LS	\$3,050	\$3,050
16	Professional Services	1	LS	\$36,600	\$36,600
17	20% Contingency	1	LS	\$76,555	\$76,555
TOTAL					\$459,330

Table 10- SW 170th Avenue Capital Improvements Estimated Cost (Phase 2)

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization	1	LS	\$14,100	\$14,100
2	Maintenance of Traffic	1	LS	\$5,640	\$5,640
3	Stormwater Pollution Prevention Plan	1	LS	\$1,410	\$1,410
4	Clearing and Grubbing	1	LS	\$5,640	\$5,640
5	Site Preparation and Restoration	1	LS	\$8,460	\$8,460
6	Milling Existing Asphalt Pavement (1" min.)	1,840	SY	\$3	\$6,000
7	Asphalt Overlay (1" min.)	1,840	SY	\$3	\$6,000
8	HDPE Storm Pipe, 18" including Trench Restoration	900	LF	\$125	\$113,000
9	HDPE Storm Pipe, 15"	525	LF	\$80	\$42,000
10	Storm Manhole-Structure	2	EA	\$3,000	\$6,000
11	Catch Basin-Structure	21	EA	\$3,000	\$63,000
12	Driveway Restoration	435	SY	\$50	\$22,000
13	Swale regrading	940	SY	\$25	\$24,000
14	Signing and Pavement Marking	1	LS	\$2,820	\$2,820
15	Professional Services	1	LS	\$33,840	\$33,840
16	20% Contingency	1	LS	\$70,782	\$70,782
TOTAL					\$424,692

Example Capital Improvement Plan

Proposed Project	Phase	Priority Ranking	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 35-36	FY 36-37	FY 37-38	TOTALS
Dykes Road	Phase 1	1	\$2,644,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,644,536
SW 163rd Avenue	Phase 1	2	\$0	\$424,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$424,692
SW 163rd Avenue	Phase 2	2	\$0	\$0	\$469,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$469,872
SW 163rd Avenue	Phase 3	2	\$0	\$0	\$311,742	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$311,742
SW 163rd Avenue	Phase 4	2	\$0	\$0	\$245,478	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,478
SW 163rd Avenue	Phase 5	2	\$0	\$0	\$0	\$328,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328,308
SW 195th Terrace	Phase 1	2	\$0	\$0	\$0	\$470,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470,000
SW 195th Terrace	Phase 2	2	\$0	\$0	\$0	\$0	\$473,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$473,000
SW 195th Terrace	Phase 3	2	\$0	\$0	\$0	\$0	\$478,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$478,000
SW 195th Terrace	Phase 4	2	\$0	\$0	\$0	\$0	\$0	\$438,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$438,000
SW 170th Street	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$459,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$459,330
SW 170th Street	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$468,366	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$468,366
SW 170th Street	Phase 3	3	\$0	\$0	\$0	\$0	\$0	\$0	\$408,620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$408,620
SW 186th Avenue & SW 185th Way	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$408,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$408,000
SW 186th Avenue & SW 185th Way	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$408,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$408,000
SW 186th Avenue & SW 185th Way	Phase 3	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
SW 186th Avenue & SW 185th Way	Phase 4	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$545,000	\$0	\$0	\$0	\$0	\$0	\$0	\$545,000
SW 186th Avenue & SW 185th Way	Phase 5	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$350,000
SW 209th Avenue & SW 210th Terrace	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$441,000	\$0	\$0	\$0	\$0	\$441,000
SW 209th Avenue & SW 210th Terrace	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$372,000	\$0	\$0	\$0	\$0	\$0	\$372,000
SW 48th Place & SW 208th Lane	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$462,000	\$0	\$0	\$0	\$0	\$462,000
SW 190th Avenue	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$514,000	\$0	\$0	\$0	\$0	\$514,000
SW 190th Avenue	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$522,000	\$0	\$0	\$0	\$522,000
SW 190th Avenue	Phase 3	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$297,000	\$0	\$0	\$0	\$297,000
SW 190th Avenue	Phase 4	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$464,000	\$0	\$0	\$0	\$464,000
SW 192th Terrace	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000	\$0	\$0	\$330,000
SW 192th Terrace	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$346,000	\$0	\$0	\$346,000
SW 178th Avenue	Phase 1	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$466,000	\$0	\$466,000
SW 178th Avenue	Phase 2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$466,000
Operations & Maintenance			\$100,000	\$103,000	\$106,000	\$109,000	\$112,000	\$115,000	\$118,000	\$121,000	\$124,000	\$127,000	\$130,000	\$133,000	\$136,000	\$139,000	\$142,000	\$1,320,891
TOTALS			\$2,744,536	\$1,002,082	\$1,133,182	\$907,581	\$1,063,551	\$1,013,257	\$994,391	\$1,097,987	\$1,036,677	\$1,075,477	\$1,297,392	\$1,114,423	\$1,425,576	\$822,853	\$1,078,259	\$18,268,225

Project Cost Per Year

Q&M Cost Per Year

Total Cost Per Year



Questions/Comments?

AGENDA ITEM REPORT



To: Commission
Subject: Public Records Requests by the Commission
Meeting: AGENDA REGULAR COMMISSION MEETING - Sep 13 2023
Department:
Staff Contact:

BACKGROUND INFORMATION:

At the Workshop Commission meeting Commissioners agreed the priority of the Finance Department was to complete the audit and the budget.

RECOMMENDATION:

Public records requests submitted by the Commission, needing to be filled by the Finance Department needs to be prioritized based on the completion of the audit and budget.

ATTACHMENTS:

[09 27 2023 Commissioner Jacobs Complaints Log](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Sep 07 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Sep 08 2023
Marlen Martell, Town Clerk	Approved - Sep 06 2023

	A	B	C	D
1	Date	REQUEST/FORMAL COMPLAINT	FILLED	
2			YES	NO
3				
4	1/3/2023	District Map	X	
5	2/28/2023	There was a loan the town had, that the note was called upon. I had to pay off the note at ~750k when Harry was the Finance director. I am requesting all the documentation for this loan, generation, including the resolution, receipts of moneys spent under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan.	WAS SEARCHING FOR DOCUMENTS. WAS FILLED BY FINANCE ON MARCH	
6	2/28/2023	I'm requesting a copy of every months credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns credit card for her personal expenses.	PROVIDED BY FINANCE	
7	2/28/2023	Attached is the state acceptance letter and summary of contact information for the Town of Pembroke Park Commission Supplemental Retirement Plan. Call with any questions regarding this correspondence.	FYI	
8	3/3/2023	I'm look for the origination documents for the loan, outbound payments using the loan funds, the resolution for get the loan and all documents pertaining to the origination of the loan.	X	
9	3/15/2023	Please schedule and EMERGENCY MEETING to discuss the building department and building official now!	X OTHER COMMISSIONERS NOT AVAILABLE	
10	3/16/2023	This is just to make you aware that I am calling for and will continue to call for an emergency meeting daily. Neither the town manager nor town clerk want this meeting to happen. The meeting is on regards to the building department and public works. I've also made it very clear I'm steering the ship but the town clerk continues to creat a mutiny!	X OTHER COMMISSIONERS NOT AVAILABLE	

	A	B	C	D
11	3/16/2023	7:13 AM As Mayor, I'm officially calling for an "EMERGENCY MEETING" to discuss the building and public works department for the second time!	X OTHER COMMISSIONERS NOT AVAILABLE	
12	3/16/2023	7:17 AM And I made a second request again today and will continue to do so each and every day until one happens.	X OTHER COMMISSIONERS NOT AVAILABLE	
13	3/16/2023	9:20 AM same request	X OTHER COMMISSIONERS NOT AVAILABLE	
14	3/17/2023	5:26 AM As Mayor, I'm officially calling for an "EMERGENCY" meeting again. This meeting is for the current commission to discuss the building department /building official and public works.	X OTHER COMMISSIONERS NOT AVAILABLE	
15	3/22/2023	I'm going to simplify this request for you. I'm requesting copies of ALL credit card statements and copies of ALL reimbursements for any personal expenses made on the town credit card from 2020-2010 for three people. Ashira, Stephanie and Natasha.	X COMPLETED BY FINANCE ON MARCH 21, 2023	
16	3/23/2023	We will all three sit down and go over the agenda prior to it posting. Two items need to be added for discussion: 1) Police - Mayor Jacobs 2) Elected's - Mayor Jacobs. I have talked to the attorneys and they will put on a presentation of the positions and responsibilities per the charter prior to us deciding seated positions.	X THE MEETING TOOK PLACE	
17	3/23/2023	This is a formal complaint against the Town Clerk for violation of the "Code of Conduct". Her behavior at the commission meeting was in direct violation. As a reminder, she emailed everyone a copy of the code of conduct prior to the meeting and gave everyone a copy of the code prior to the netting. The only one who didn't follow it was her and she needs held accountable.	X NOTED	
18	3/27/2023	Please email all commissioner the 2018 OIG report including myself.	X HANDLED BY JC	

	A	B	C	D
19	4/26/2023	PowerPoint presentation forwarded to me at 6:13 PM	X IT WAS AVAILABLE FOR THE MEETING ALTHOUGH PROVIDED AFTER THE MEETING BEGAN, WORKSHOP BEGAN A 6 PM	
20	4/26/2023	Your position is not to confirm a quorum but only to schedule meetings. You were clearly informed of the by the towns attorneys last month.	X NOTED	
21	5/12/2023	I'm requesting an an official copy of the tallied votes and the copy of the form the town clerk wrote the votes down on at the commission meeting on 5/10/23.	X	
22	5/16/2023	There was a loan the town had, that the note was called upon. I had to pay off the note at ~750k when Harry was the Finance director. I am requesting all the documentation for this loan, generation, including the resolution, receipts of moneys spent under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan.	X PROVIDED UPLOAD TO THE WORKSHOP COMMISSION MEETING OF AUGUST 23. ITEM 13.3	
23		I'm requesting a copy of every months credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns credit card for her personal expenses.	X COMPLETED BY FINANCE ON MARCH 21, 2023	
24	5/16/2023	In addition to Ashira Mohammad's credit card, I'm also requesting Stephanie Woodberry and Natasha Joseph's credit card statements statements and repayments to the town for personal expenses.	X COMPLETED BY FINANCE ON MARCH 21, 2023	

	A	B	C	D
25	5/21/2023	I need all receipts for US conference of Mayors summer 2022 Reno, NV. This includes conference, hotels and airfare.	X	
26	5/24/2023	I am requesting the copy of the paper in which Commissioner Hodgkins read his statements from regarding Censuring me! It was used in the Dias in written format he read from on 5/24/2023.	X	
27	5/29/2023	I need a copy of the GPS data for vehicle license plate XJ7925 May 26th 2023 - May 30th 2023. And who is the vehicle currently assigned to?	X	
28	5/30/2023	Formal complaint Nazly	X	
29	6/12/2023	I am requesting all email, phone calls, voice mail and text communication between commissioner Hodgkins and the police department, including the former police chief, command staff and officers. Second request.	X EMAILED ON JUNE 15, 2023	
30	6/22/2023	I'm requesting the following police report. Mobley	X PROVIDED ABY POLICE DEPT.	
31	6/24/2023	I'm requesting copies of the picture of the large cracks in the chambers floor.	X	
32	6/27/2023	I'm requesting the complete copy of the Miguel Nunez investigation. The tax payers spent a lot of money on this.	X	

	A	B	C	D
33	6/28/2023	Formal public records request for the complaint filed by town employee Juan against town employee Byron. Any and all documents pertaining to this complaint.	X	
34	7/5/2023	I wish to bring to your attention a matter concerning the acquisition of certain documents. It has come to my notice that there has been difficulty in obtaining these documents through the town clerk's office. As I am currently abroad, it is somewhat concerning that I have been able to secure these documents while out of the country.	X THE DOCUMENT IN THE EMAIL WAS A DRAFT NOT AN OFFICIAL DOCUMENT	
35	7/5/2023	Suspension of Jan Yequi	X SAME AS ABOVE	
36	7/25/2023	Please promptly provide me with the towns "agency number" for FRS.	X AVAILABLE ON THE WEB	
37	7/31/2023	Formal complaint Nazly	X SAME COMPLAINT	
38	7/31/2023	Review/Discuss on matters concerning Miguel Nunez & related staffing issues	X PERSONNEL ISSUE WITH PENDING LITIGATION	
39	8/1/2023	I am writing to request specific documentation related to a past incident involving Lt. Dennis Allen. It has come to my attention that an incident occurred in which Sgt. Allen was reportedly recorded asleep for approximately four hours during his shift, within his vehicle stationed behind the police department, prior to his promotion to Lieutenant.	X NO VIDEO EXISTS	

	A	B	C	D
40	8/3/2023	Requesting external investigation report and supporting documents. - Attorneys completed report - Emails - Text messages - Voice mails - Videos - Documentation - Any other related correspondence	X	
41	8/5/2023	I am writing to formally request a copy of all financial disclosure forms for the year 2023. This request is made in accordance with the provisions of the Freedom of Information Act.	X AVAILABLE LINK ON OUR WEBSITE AS PER OIG	
42	8/6/2023	Formal complaint Nazly	X PERSONNEL ISSUE WITH PENDING LITIGATION	
43	8/6/2023	Expenditures in Bamboo Mobile Home Park		X
44	8/6/2023	Request regarding USDA Loan	x	
45	8/6/2023	Formal complaint with attachments on Memorial Day	X PERSONNEL ISSUE WITH PENDING LITIGATION	
46	8/7/2023	Social Economic Development Study Delay	X EMAILED BY JC ON AUGUST 7, 2023	

	A	B	C	D
47	8/7/2023	Complaint to the OIG about the Town Clerk, USDA and mobile home parks	X	
48	8/10/2023	For the special meeting on August 17th at 6pm, I'd like to include a discussion about the police department on the agenda.	X OTHER COMMISSIONERS NOT AVAILABLE	
49	8/10/2023	I would like to formally request the inclusion of an additional agenda item for the special meeting scheduled for 6pm on August 17th, titled "Discussion on the Memorial Day Incident". Supporting documents for this discussion will encompass the preliminary email report of the incident, all relevant public records emails I have been requesting related to the event, all pending public records requests pertaining to the incident that remain unaddressed, and the correspondence forwarded by employee Nazley to the commissioners.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
50	8/11/2023	Consider this as formal call for a special meeting on August 17th at 630pm for Police Department Retention and Recruitment. Second item is the "Memorial Day Incident". Backup information was stated in the previous emails.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
51	8/13/2023	On Saturday, August 12th, it has come to my attention that Koinonia Worship Center hosted a public gathering in Pembroke Park with the presence of the Pembroke Park Commissioners and the towns local law enforcement. I would like to kindly remind that, in the interest of public safety, all outdoor events outside the sanctuary of a religious institution necessitate a proper event permit. Rev. Jones, former mayor of West Park and owner of Koinonia Worship Center, has been communicated this requirement on numerous occasions over the past four years. The towns Chief Code Enforcement Officer has refused to violate the church continuing to show selective enforcement within Pembroke Park.	X ACCUSING CHIEF CODE ENFORCEMENT OFFICER. PENDING LITIGATION	
52	8/13/2023	Event Permit Inquiry for Koinonia Worship Center	X SAME AS ABOVE	

	A	B	C	D
53	8/13/2023	Directors' Time Clock Logs	X	
54	8/14/2023	In line with our prior communication, I had scheduled the special meeting for 6:30 PM August 17th. It's important to note that the town utilizes YouTube for its recordings, which does not operate on fixed time slots. The platform provides flexibility to start and end the recording as needed. Based on your perspective, this would imply that we cannot utilize YouTube for commission meetings due to the unpredictability of their durations.	X OTHER COMMISSIONERS NOT AVAILABLE	
55	8/14/2023	It has been communicated on multiple occasions that your role is primarily to post the meetings when convened by the commissioners, rather than establishing a quorum. It appears this directive may not have been clearly understood.	X OTHER COMMISSIONERS NOT AVAILABLE	
56	8/14/2023	Formal Complaint to OIG	X	
57	8/14/2023	Requesting update on Nunez case and Memorial Day incident.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
58	8/15/2023	Emergency Meeting_ Pembroke Parks Police Department Punic Safety Concerns! Several emails on this request.	X OTHER COMMISSIONERS NOT AVAILABLE	
59	8/15/2023	Request for Finance Director's Resignation Letter	X	
60	8/16/2023	Expenditures & Documentation for Bamboo Paradise Mobile Home Park and the _Bamboo Social Club_		X

	A	B	C	D
61	8/17/2023	WPLG TV Request Expenditures Jacobs and David	NOT A REQUEST FROM COMMISSIONER JACOBS	X
62	8/18/2023	Formal Public Records Request Who is in charge of PRR	X	
63	8/18/2023	Who from OIG made the request for the investigation.	X	
64	8/22/2023	Memorial Day Incident	X PERSONNEL ISSUE WITH PENDING LITIGATION	
65	8/23/2023	Action Required on Social Economic Development Study Delay	X EMAILED BY JC ON AUGUST 7, 2023	
66	8/23/2023	Specifically, I am seeking copies of all resignation letters submitted by sworn officers within our jurisdiction since October 1, 2022.	X PROVIDED AUGUST 28 VIA EMAIL	
67	8/23/2023	Formal Complaint GPS, Memorial Day Incident	X PER EMAIL ON AUGUST 28 BY HR GPS WAS PROVIDED	

	A	B	C	D
68	8/23/2023	USDA and credit card	X COMPLETED BY FINANCE ON MARCH 21, 2023 AND AVAILABLE ON AUGUST 23 WORKSHOP ITEM 13.3	
69	8/25/2023	I am writing to request a thorough review of the video from our workshop on August 23rd at 6 PM, as I have identified a potential discrepancy that needs your immediate attention.	X	
70	8/29/2023	Remaining queries include: What is the status of conference registration for Nazly? Why is it included in the previous email? Who was identifying the driver of the city vehicle? Who were the two non-town employees who were in the vehicle with Nazly as it's a direct violation of building departments vehicle policy?	X	
71	8/29/2023	Again part of this is public record... Where is the conference registration for Nazly? Where is final copy of her expenditures? The one you provided isn't completed copy nor dated by Joseline. Furthermore, its not been "reviewed and approved by" without a signature and date. So where is the final copy and did the town already pay this? If so please provide documentation it was paid.	X PROVIDED ON AUGUST 28 VIA EMAIL	
72	9/1/2023	Must I remind you the municipality of Pembroke Park operates under a commission-based governance structure, consisting of five commissioners with equivalent authority, influence, and voting power. In this setting, the Mayor does not possess more power over the commission, nor was a vote conducted in relation to this matter. Her statement is null and void.	X NOTED AND BROUGHT BEFORE THE COMMISSION ON SEPTEMBER 13	

	A	B	C	D
73	9/1/2023	I've submitted the document requests on multiple occasions, some still pending from nearly two years ago. The responsibility for tracking and maintaining these records falls squarely on your shoulders as the town clerk. While I'm more than willing to cooperate, it's not within my purview to continuously resend information or guide you on how to execute your job responsibilities.		X WILL CONTINUE SEARCHING FOR OPEN REQUESTS
74	9/6/2023	I am requesting the information regarding Robert Day's next of kin, as well as the date and details of his services?	X INACCURATE, DAY WAS TERMINATED	
75	9/11/2023	It's unfortunate that I must address a communication gap concerning Robert Dibenedetto's recent passing and funeral arrangements. I apologize for this oversight and stress the importance of fostering clear and timely communication within our town. I only became aware of the details two days before the service, and that was after my own inquiry. I had the privilege of representing our community at Robbie's funeral this past Friday, where his mother conveyed heartfelt thanks for the support from all of us.	X EMAILS OF HIS SERVICE WAS PROVIDED AS SOON AS IT WAS AVAILABLE	

AGENDA ITEM REPORT



To: Commissioners
Subject: CLOSE-OUT MEMORANDUM
Meeting: 09 13 2023 DRAFT AGENDA REGULAR COMMISSION MEETING - Sep 13 2023
Department: Administrative
Staff Contact:

BACKGROUND INFORMATION:

On June 26, 2023, Commissioner Jacobs filled a complaint accusing me of falsely/fraudulently recording Commissioner Jacobs vote as a "no". Therefore, alleging Official Misconduct by the Town Clerk Marlen Martell. Interviews were held and testimony was provided by Commissioner Jacobs, Ms. Reutlinger, and Ms. Martell. The attached Close-Out Memorandum states Special Agent McBride findings:

On Thursday, July 13, 2023, McBride received a copy of the finalized, official minutes, for the May 10, 2023, regular commission meeting. The undersigned has reviewed the official minutes and concur with McBride that the Town Commission agreed upon the minutes which included a recorded verbalization, uttered by Jacobs which was recorded as, "Again Chief Howard I apologize for the commission up here (**inaudible**)." There is a footnote listed indicating the following. NOTE: (During the transcription of item 6, some discussion followed before Jacobs gave a final vote, this is where this transcriptionist did not hear any type of final decision).

Neither Martell nor Reutlinger falsified, caused unlawful harm to, or gained a benefit, from the documentation of the minutes of the meeting for May 10, 2023. Jacobs' vote on the matter before the Town Commission, on May 10, 2023, was documented, verbatim, to record as a permanent part of the record, his actual words and statement.

RECOMMENDATION:

Public apology to Ms. Reutlinger and Mrs. Martell

ATTACHMENTS:

[Closeout memo Pembroke Park MARLEN AND SUZI](#)



HAROLD F. PRYOR
STATE ATTORNEY
SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA
BROWARD COUNTY COURTHOUSE
201 S.E. SIXTH STREET
FORT LAUDERDALE, FL 33301-3360

PHONE (954) 831-6955

CLOSE-OUT MEMORANDUM

To: File

From: Michelle Boutros (MB)
Public Corruption Unit

Re: Marlen Martell
File # PC23-07-050
Date: August 18, 2023

SUMMARY:

This investigation was referred to the SAO by the Florida Department of Law Enforcement ("FDLE") and opened by the Public Corruption Unit on July 27, 2023. The complaint involves an allegation that during the May 10, 2023, regular commission meeting, Town of Pembroke Park Commissioner Geoffrey Jacobs ("Jacobs") did not verbally cast a "yes" or "no" vote, on a motion before the Commission, to vote on the termination of employment of the Town of Pembroke Park Chief of Police, David Albert Howard ("Howard"). Jacobs accused the Town Clerk, Marlen Martell ("Martell"), of falsely/fraudulently recording Commissioner Jacobs' vote as a "no".

FINDINGS:

On Monday, June 26, 2023, Jacobs requested that (FDLE) conduct an inquiry into a claim of official misconduct involving Martell. On Monday, June 26, 2023, Special Agent Michael McBride ("McBride") was tasked with conducting an inquiry into the complaint made by Jacobs.

On Tuesday, June 27, 2023, McBride obtained a sworn, audio-recorded statement from Jacobs. In summary, Jacobs stated his occupation is an entrepreneur and Assistant Operations Director of Silver Airways. Additionally, he is an elected official with the Town of Pembroke Park and has held that office since March 2019.

Jacobs alleged that during the May 10, 2023 regular town commission meeting a vote was held, by the Town Commissioners, on whether to terminate the employment of Howard. Jacobs alleged that when it came time for his verbal vote of "yes" or "no" to be cast, he was cut off by the Town Clerk and thus, he did not get the opportunity to cast a verbal vote. Jacobs alleged that Martell documented a written note of his vote as "no" in her written notes of the meeting. Jacobs alleges this constitutes an act of official misconduct. Jacobs accuses Martell of "falsifying the vote". Jacobs stated the other members of the Town Commission voted to terminate the employment of Howard. Jacobs implied the motivation for the aforementioned alleged action is political and began after a change in the makeup of the elected officials on the Town Commission in March of 2023.

On Thursday, June 29, 2023, McBride obtained a sworn, audio-recorded statement from Martell. In summary, Martell stated she is employed as the Town Clerk for the Town of Pembroke Park. She stated she began as a contract employee in November 2019. On May 27, 2020, she was hired as the Deputy Town Clerk. In November 2020, her title was changed to Town Clerk. She went on to state that some of her responsibilities are to be the Supervisor of Elections, records custodian and historian for the town and its permanent documents. Additionally, she oversees the minutes for town meetings as well as holding the official seal of the town.

McBride informed Martell that a criminal allegation was made by Jacobs alleging, during the May 10, 2023, regular commission meeting, he did not cast a verbal vote for a "yes" or "no" in the matter of whether to terminate the employment of Howard. The accusation made by Jacobs was that Martell documented a written vote of "no" on the matter. Martell stated the minutes of a meeting are to document the action taken. She stated when the role is taken on a vote before the commission, the only thing that is to be verbalized is a "yay" or "nay", and it is not a discussion at that time.

Martell recalled the vote in question from the May 10, 2023, regular commission meeting. Regarding Jacobs, Martell stated: "I called the role. I called his name. He chose to not make a vote. He started elaborating about how he was sorry and blah, blah, blah. That's not your vote. You decided not to vote." Martell indicated there were two votes regarding the matter before the commission. One, was a motion to decide if a vote would be held to consider a vote for terminating the employment of Howard. Martell stated Jacobs voted on that motion, verbally as: "Absolutely not." She indicated it was a mistake, on her part, that she wrote "no" as the response for the second vote. She based this on the strong objection previously verbalized by Jacobs. She stated, "I really did not realize that he (Jacobs) hadn't said yes or no. Based on what he started to say I immediately just wrote no and went to the next person like I always do." Martell indicated a "no" vote, by Jacobs, would not affect the outcome of the decision before the Town Commission due to the other four (4) commissioners voting "yes" on the matter. Additionally, she indicated Jacobs could have protested if he felt he had not been given the chance to vote but he verbalized no such protest. Martell stated that had Jacobs protested, he would have been allowed to verbalize a "yes" or "no" vote. When shown the copy of the notes, from the May 10, 2023,

regular commission meeting, Martell stated the documents are merely notes, are not official documentation, and are not part of the permanent record. She stated she had written the notes. Martell stated the minutes of the meeting are the official record of the vote and can be amended before being validated as a permanent part of the record. She stated the assistant to the Town Clerk, Susan Reutlinger, ("Reutlinger") is the person who would officially record the minutes for a commission vote. Martell stated the minutes for the May 10, 2023, meeting were questioned by Jacobs, at a town commission meeting on June 14, 2023, where he alleged that Martell had committed a falsification of a vote. The Town Attorney advised that was not correct and recommended the minutes for the May 10, 2023, meeting be documented "verbatim". Martell indicated those minutes will be discussed, decided upon, and validated during the July 12, 2023, regular town commission meeting. Martell described her relationship with Jacobs as both professional and personal. She recounted how they became close after she suffered the loss of a parent in 2020. Martell indicated the relationship became contentious after Jacobs did not get a job, in the private sector, and accused the Town of Pembroke Park as part of the reason he did not get the job. Martell went on to state that she feared for her safety under the belief that Jacobs is the type of person who may commit an act of violence in the workplace. Martell stated she had not made any formal report, or notification, regarding these fears, to any town official. McBride informed Martell that there were procedures in place to report such a concern and that he was duty-bound to notify Town of Pembroke Park Acting Chief of Police Ra Shana Dabney-Donovan of the concerns brought by her.

On Friday, June 30, 2023, McBride obtained a sworn, audio-recorded statement from Reutlinger. Reutlinger stated she is the Assistant to the Town Clerk and has been employed in that position for approximately 4 years. She described some of her job duties as filing meeting minutes,

resolutions, ordinances, and records requests. She stated she believes she is fairly well versed in what is and what is not a public record. Reutlinger was informed that a criminal allegation of official misconduct was alleged by Jacobs, regarding a vote before the Commission during the May 10, 2023, regular commission meeting, on whether to retain the employment of Howard. Reutlinger stated she recalled the vote on whether to retain employment of Howard and how each Town Commissioner voted. She specifically recalled Jacobs' verbal reply to the vote as: "Sorry...umm, Chief Howard, I apologize for the Commissioners, and then, on the recording, it's not heard on the recording, at all, what he stated but..." She went on to state that Jacobs verbalized a "NO. Not no, umm... absolutely not." Reutlinger indicated she understood that verbalization indicating Jacobs did not want to terminate the employment of Howard. Reutlinger was shown the notes from the commission meeting. She identified them as Town Clerk Martell's notes. She stated the notes are only retained until the commission votes on them. Reutlinger stated the "action minutes" are the only permanent, public record that is retained. She stated that the minutes from the May 10, 2023, meeting had yet to be validated and/or voted upon by the Town Commission due to a complaint by Jacobs that they were not correct.

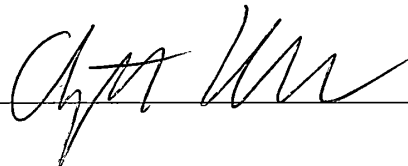
On Thursday, July 13, 2023, McBride received a copy of the finalized, official minutes, for the May 10, 2023, regular commission meeting. The undersigned has reviewed the official minutes and concur with McBride that the Town Commission agreed upon the minutes which included a recorded verbalization, uttered by Jacobs which was recorded as, "Again Chief Howard I apologize for the commission up here (**inaudible**)." There is a footnote listed indicating the following. NOTE: (During the transcription of item 6, some discussion followed before Jacobs gave a final vote, this is where this transcriptionist did not hear any type of final decision).

McBride believes that all of the above-listed information indicates there is no probable cause for violation of the following Florida State Statutes: Falsifying Records, F.S.S. 839.13 (2) (a) or Official Misconduct, F.S.S. 838.022 (1) (a) and the undersigned, after a careful review of the evidence adamantly, agrees.

Neither Martell nor Reutlinger falsified, caused unlawful harm to, or gained a benefit, from the documentation of the minutes of the meeting for May 10, 2023. Jacobs' vote on the matter before the Town Commission, on May 10, 2023, was documented, verbatim, to record as a permanent part of the record, his actual words and statement.

CONCLUSION:

As such, PC PC23-07-050 is closed without further action.

REVIEWED BY:  DATE: 8-18-23

AGENDA ITEM REPORT



To:

Subject: Hiring Structure

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department:

Staff Contact: Geoffrey Jacobs, Commissioner

AGENDA ITEM REPORT



To:

Subject: Pembroke Park Barrel's

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department:

Staff Contact: Geoffrey Jacobs, Commissioner

AGENDA ITEM REPORT



To:

Subject: Bamboo Paradise & Bamboo Social Club

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department:

Staff Contact: Geoffrey Jacobs, Commissioner

ATTACHMENTS:

[Bamboo](#)

Fwd: Formal Records Request – Expenditures & Documentation for Bamboo Paradise Mobile Home Park and the "Bamboo Social Club"

From: Geoffrey Jacobs gjacobs@tppfl.gov

To: Town Clerk townclerk@tppfl.gov, InspectorGeneral
InspectorGeneral@broward.org

Cc: JC Jimenez jcjimenez@tppfl.gov, Samuel S. Goren SGoren@gorencherof.com,
Jacob G. Horowitz JHorowitz@gorencherof.com

Date: Wed, Aug 16, 2023, 2:06 PM

Town Clerk,

Cc: Inspector General

I am reaching out to formally request specific records pertaining to Bamboo Paradise Mobile Home Park and the related "Bamboo Social Club" in Pembroke Park, Florida.

To provide context, Bamboo Paradise Mobile Home Park is owned by the 32-year former Commissioner Howard Clark. In 1997, Mayor Howard Clark deeded the utilities for this mobile home park to the city at the nominal cost of \$10. Since then, the town has maintained the utilities, and the former Mayor involved other mobile home parks, overseeing the lift station, septic, and sewer systems maintenance.

Notably, Bamboo Paradise was elevated by 2 feet, with new water drainage and sewer systems installed at the taxpayers' expense. Per the former town manager Dr. Levy, Craig A. Smith and Associates completed this work, uniquely for Bamboo Paradise at a cost to the taxpayers' of somewhere near \$2,000,000.00.

Additionally, there is a structure known as the "Bamboo Social Club" within the Bamboo mobile home parks, which may or may not have been deeded to the town. This building, owned by Mr. Zell and/or the town, is absent from the county assessor's page, and no taxes have ever been paid on it. During my tenure as Mayor, I learned about this building and discovered that public funds had been used for numerous improvements, despite the building not being open to the public. This led to its closure by the building official Miguel Nunez due to safety and legal issues while the town manager was to handle the county assessor tax issues. As of today, the building

is not listed on the county assessors page.

My formal public records request is as follows:

All Expenditures: A comprehensive list of all expenditures since 1995 that the town of Pembroke Park has made into Bamboo Paradise, including the "Bamboo Social Club."

Deeds and Bills of Sale: A copy of the deed and/or bill of sale for both the utilities of Bamboo Paradise and the "Bamboo Social Club."

Thank you for your prompt attention to this request. Should you have any questions or need additional clarification, please don't hesitate to contact me.

Thank you,

Commissioner Geoffrey Jacobs

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
Office (954) 966-4600 EXT.400
GJacobs@tppfl.gov

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

From: Town Clerk townclerk@tppfl.gov
To: Geoffrey Jacobs gjacobs@tppfl.gov, InspectorGeneral

2 / 5

InspectorGeneral@broward.org, Aleem Ghany aghany@tppfl.gov, Suzi Reutlinger sreutlinger@tppfl.gov

Cc: JC Jimenez jcjimenez@tppfl.gov, Samuel S. Goren SGoren@gorencherof.com, Jacob G. Horowitz JHorowitz@gorencherof.com

Date: Wed, Aug 16, 2023, 2:11 PM

Received



Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

The Town of Pembroke Parks Clerk's Office is committed to serving the community as the Town's records custodian; Supervisor of Elections; assisting the public in accessing public documents and information; and to provide services in a timely, accurate and professional manner.

Moving our Town forward

From: Town Clerk townclerk@tppfl.gov
To: Geoffrey Jacobs gjacobs@tppfl.gov
Date: Fri, Sep 15, 2023, 10:44 PM

Please see below. The request is complete.



Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

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accurate and professional manner.

Moving our Town forward

From: Town Clerk townclerk@tppfl.gov

To: Geoffrey Jacobs [gjacobson@tppfl.gov](mailto:gjacobs@tppfl.gov)

Cc: Suzi Reutlinger sreutlinger@tppfl.gov, ashira mohammed ashira.ann@gmail.com, Ashira Mohammed amohammed@tppfl.gov, Erik Morrisette emorrisette@tppfl.gov, Bill Hodgkins bhodgkins@tppfl.gov, Musfika Kashem mkashem@tppfl.gov, Aleem Ghany aghany@tppfl.gov, Stephanie Woodbury swoodbury@tppfl.gov, Jacob Horowitz JHorowitz@gorencherof.com

Date: Tue, Sep 19, 2023, 1:47 PM

Good afternoon,

Please see below. This email completes your request.

Regards,



Marlen D. Martell, MPA, CMC, CFM

Town Clerk

Town of Pembroke Park

954 966 4600 ext. 235 | townclerk@tppfl.gov

www.tppfl.gov

3150 SW 52nd Avenue, Pembroke Park, FL 33023

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Moving our Town forward

From: Geoffrey Jacobs gjacobs@tppfl.gov

Date: Tue, Sep 19, 2023, 4:50 PM

Thank you,

Commissioner Geoffrey Jacobs

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
Office [\(954\) 966-4600](tel:954-966-4600) EXT.400
GJacobs@tppfl.gov

I firmly commit to the principles of truth, transparency, and accountability in governance. As I have repeatedly declared, any actions that are illegal, unethical, or immoral will not be tolerated and must be reported to the appropriate authorities. Our residents, business owners, and the public at large deserve nothing less than a municipal government that operates with integrity and unwavering dedication to the highest ethical standards.
Commissioner Geoffrey Jacobs

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

5 Emails