



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 26, 2023

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Fire Department - Chief Kane	5 - 23
FIRE Copy of pkMARCH.2023	
7. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO	
7.1. Building Memo	24 - 27
Building Monthly Status Report 032023	
8. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ	
8.1. Code Compliance Report - March 2023	28 - 84
Code Compliance Report - March 2023 - Pdf	
9. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN	
9.1. Quarterly Financial Outlook	85 - 89
N/A	
Agenda Item Report - AIR-23-043 - Pdf	
10. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN	
10.1. Human Resources Report	90
Agenda Item Report - AIR-23-046 - Pdf	
11. IT DEPARTMENT - IT DIRECTOR PAKULA	
11.1. Additional Licenses for the Police department - IT Director Pakula	91 - 92
Purchase upgrade.	
Agenda Item Report - AIR-23-039 - Pdf	
11.2. Renew Sonicwall Licenses	93 - 95

Approve Renewal

[Agenda Item Report - AIR-23-040 - Pdf](#)

- 11.3. New Camera System for the Preserve and Behan Park 96 - 196

Approve new system.

[Agenda Item Report - AIR-23-034 - Pdf](#)

12. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

13. POLICE DEPARTMENT - POLICE CHIEF HOWARD

- 13.1. March Police Report of Activities 197 - 202

N/A

[Agenda Item Report - AIR-23-042 - Pdf](#)

[Police backup](#)

- 13.2. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023 203 - 210

Staff recommends purchase thru the ARPA program rather than Lease

[Agenda Item Report - AIR-23-045 - Pdf](#)

14. PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR

15. OLD BUSINESS

16. NEW BUSINESS

17. DISCUSSION

- 17.1. Travel and Per Diem policy - Mayor Mohammed 211 - 234
Examples are available upon request

[Finance Travel Policy 4-18-23](#)

[Employee Travel Expense Report](#)

[The 2022 Florida Statutes 112 Per Diem and travel](#)

[Travel Tamarac FL Code of Ordinances](#)

[Florida Attorney General Credit Card Opinion](#)

- 17.2. Moving access privileges to IT - Mayor Mohammed 235

[REVISED Mayor Agenda Request Form - Access IT 4 23](#)

- 17.3. Credit Card policy - Mayor Mohammed 236 - 244

[Credit Card Policy](#)

[Mayor Central Admin Food in the Workplace & Celebratory Events Policy Final](#)

- 17.4. Commission assignment of Boards and Committees - Commissioner Mohammed 245 - 253
Florida League Cities

Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of
the month

[FLC Committees 22-23 Legislative Policy Process](#)

[FLC FAST & Advocacy committee](#)

[AM League of cities calendar of events](#)

[BLC 23-24 Board Request Appointment](#)

[BLC Attendance 22-23](#)

- 17.5. Civility Code consequences - Mayor Mohammed 254 - 290

[2020-090 code of conduct](#)

[Mayor Civility Richland Washington](#)

[Penalties](#)

[Penalties Tallahassee ethics code](#)

- 17.6. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez 291

[Town Manager TPP - ARPA DrawDown](#)

- 17.7. Commissioner Jacobs items added at the beginning of the meeting. 292 - 299

Special Meetings

HMGP grant list

School Resource Officers

Sink Hole

[PD School Resource Officer](#)

18. TOWN CLERK COMMENTS

- 18.1. Planning and Zoning Board Members

Currently we have three vacancies on the P&Z board and three members from the Charter Review Committee have agreed to volunteer for the board and they are: Paulette Walker, Gary Schrader and Evelyn Cunningham In addition, background checks were processed before becoming a Charter Review Committee member.

19. ATTORNEY COMMENTS

- 19.1. Designation of Commission oversight capacity - Interim Town Attorney Horowitz 300 - 302

RESOLUTION NO. 2023-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[2023-005 Designation of oversight by Commissioners](#)

20. TOWN MANAGER COMMENTS

- 20.1. Directors Evaluation
- 20.2. Administrative Assistant to the Mayor
- 20.3. Roof Retrofit Bid Update

21. COMMISSIONER COMMENTS

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

22. ANNOUNCEMENTS

- 22.1. Special Commission Meeting, Monday, May 1 at 6:00 PM
Food Drive, Saturday, May 6 at 11:00 AM
Regular Commission Meeting, Wednesday, May 10 at 7:00 PM
Special Magistrate Hearing, Wednesday, May 17 at 9:00 AM
Workshop Commission Meeting, Wednesday, May 24 at 6:00 PM

23. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

	A	B	C	D	E	F	G	H	I	J
1	INCIDENT NUMBER	INCIDENT TYPE DESCRIPTION	AREA NAME	BEAT NAME	INCIDENT DATE	FIRST UNIT DISPATCHED TIME	FIRST UNIT ARRIVED TIME	ROUTE CLOSED TIME	INCIDENT TYPE CODE	PRIMARY OFFICER ID1
2	FPK23030100000406	MENTAL ILLNESS	27	27A	03/01/2023 10:53:35	03/01/2023 10:54:00	03/01/2023 11:00:41	03/01/2023 11:54:03	S20	R27
3	FPK23031000000465	MENTAL ILLNESS	27	27B	03/10/2023 12:34:59	03/10/2023 12:35:21	03/10/2023 12:46:37	03/10/2023 13:39:59	S20	R7
4	FPK23031300000483	COMMERCIAL STRUCTURE FIRE	27	27A	03/13/2023 06:52:24	03/13/2023 06:52:39	03/13/2023 06:58:02	03/13/2023 07:03:32	S25CF	E27
5	FPK23032800000575	COMMERCIAL STRUCTURE FIRE	27	27A	03/28/2023 09:23:49	03/28/2023 09:25:05	03/28/2023 09:29:34	03/28/2023 10:56:23	S25CF	R27
6	FPK23032000000532	ELECTRICAL UTILITY FIRE	27	27B	03/20/2023 07:33:59	03/20/2023 07:34:18	03/20/2023 07:39:15	03/20/2023 07:48:04	S25EH	E27
7	FPK23033000000593	ELECTRICAL UTILITY FIRE	27	27A	03/30/2023 14:40:58	03/30/2023 14:41:26	03/30/2023 14:46:42	03/30/2023 15:40:34	S25EH	R27
8	FPK23033000000594	ELECTRICAL UTILITY FIRE	27	27A	03/30/2023 14:41:42	01/01/0001 00:00:00	01/01/0001 00:00:00	03/30/2023 14:43:34	S25EH	
9	FPK23030600000442	ELEVATOR RESCUE	27	27B	03/06/2023 22:58:40	03/06/2023 22:58:54	03/06/2023 23:05:40	03/06/2023 23:13:03	S25EV	E27
10	FPK23030800000452	ELEVATOR RESCUE	27	27A	03/08/2023 16:02:46	03/08/2023 16:03:02	03/08/2023 16:15:08	03/08/2023 16:40:24	S25EV	E27
11	FPK23030400000426	FUEL SPILL/FUEL ODOR LAND	27	27B	03/04/2023 19:16:24	03/04/2023 19:17:01	03/04/2023 19:23:39	03/04/2023 19:29:33	S25FS	E7

	A	B	C	D	E	F	G	H	I	J
12	FPK23032100000541	OUTSIDE FIRE	27	27B	03/21/2023 17:14:13	03/21/2023 17:14:55	03/21/2023 17:21:44	03/21/2023 17:57:48	S25OF	E27
13	FPK23031400000491	SMOKE INVESTIGATION	27	27A	03/14/2023 11:41:12	03/14/2023 11:41:41	03/14/2023 11:47:14	03/14/2023 11:48:42	S25SI	E27
14	FPK23032200000542	ASSAULT	27	27A	03/22/2023 01:36:00	03/22/2023 01:36:49	01/01/0001 00:00:00	03/22/2023 01:38:32	S31IJ	R27
15	FPK23033000000589	SUICIDE ATTEMPT	27	27B	03/30/2023 00:38:54	03/30/2023 00:39:41	03/30/2023 00:46:41	03/30/2023 01:15:14	S32	R27
16	FPK23031900000529	SHOOTING	27	27A	03/19/2023 23:57:45	03/19/2023 23:58:26	03/20/2023 00:04:03	03/20/2023 00:08:20	S33	R27
17	FPK23030800000451	FIGHT	27	27A	03/08/2023 14:51:13	03/08/2023 14:51:16	01/01/0001 00:00:00	03/08/2023 14:52:24	S36IJ	R27
18	FPK23030200000413	DOMESTIC DISTURBANCE	27	27A	03/02/2023 12:52:27	01/01/0001 00:00:00	01/01/0001 00:00:00	03/02/2023 12:54:24	S38IJ	
19	FPK23030400000423	HIT & RUN ON HIGHWAY	27	27Y2	03/04/2023 12:57:43	03/04/2023 12:58:15	01/01/0001 00:00:00	03/04/2023 13:08:08	S3H	R27
20	FPK23031200000473	HIT & RUN ON HIGHWAY	27	27Y2	03/12/2023 06:14:41	03/12/2023 06:15:25	03/12/2023 06:21:53	03/12/2023 07:01:00	S3H	R27
21	FPK23031300000488	HIT & RUN ON HIGHWAY	27	27Y1	03/13/2023 17:42:31	03/13/2023 17:42:53	01/01/0001 00:00:00	03/13/2023 17:52:04	S3H	R7
22	FPK23031700000513	HIT AND RUN WITH INJURIES	27	27B	03/17/2023 20:03:12	03/17/2023 20:03:31	03/17/2023 20:05:44	03/17/2023 20:54:39	S3I	R27

	A	B	C	D	E	F	G	H	I	J
23	FPK23030300000416	FIRE ALARM - COMMERCIAL STRUCTURE	27	27B	03/03/2023 05:28:51	03/03/2023 05:29:10	03/03/2023 05:35:51	03/03/2023 05:45:05	S49CF	E27
24	FPK23030400000420	FIRE ALARM - COMMERCIAL STRUCTURE	27	27A	03/04/2023 04:24:14	03/04/2023 04:24:30	03/04/2023 04:31:23	03/04/2023 04:39:26	S49CF	E27
25	FPK23030800000453	FIRE ALARM - COMMERCIAL STRUCTURE	27	27A	03/08/2023 16:11:03	03/08/2023 16:11:24	01/01/0001 00:00:00	03/08/2023 16:13:53	S49CF	E7
26	FPK23032400000551	FIRE ALARM - COMMERCIAL STRUCTURE	27	27B	03/24/2023 01:14:11	03/24/2023 01:14:28	03/24/2023 01:27:11	03/24/2023 02:32:13	S49CF	E7
27	FPK23031400000496	FIRE ALARM - HIGH LIFE HAZARD	27	27A	03/14/2023 22:32:56	03/14/2023 22:33:10	03/14/2023 22:39:57	03/14/2023 22:53:38	S49HH	E27
28	FPK23031200000478	MEDICAL ALARM	27	27B	03/12/2023 14:27:39	03/12/2023 14:27:56	03/12/2023 14:34:12	03/12/2023 14:38:17	S49M	R227
29	FPK23031700000510	ACCIDENT ROLLOVER OR EXTRICATION	27	27B	03/17/2023 18:27:35	03/17/2023 18:28:21	03/17/2023 18:32:54	03/17/2023 20:12:53	S4E	R27
30	FPK23030200000414	ACCIDENT HIGHWAY	27	27Y2	03/02/2023 19:21:31	03/02/2023 19:22:06	03/02/2023 19:27:50	03/02/2023 19:41:17	S4H	R27
31	FPK23030900000456	ACCIDENT HIGHWAY	27	27Y1	03/09/2023 10:19:22	03/09/2023 10:20:02	03/09/2023 10:26:32	03/09/2023 10:47:30	S4H	R27
32	FPK23031000000463	ACCIDENT HIGHWAY	27	27Y1	03/10/2023 11:26:58	03/10/2023 11:27:15	03/10/2023 11:38:01	03/10/2023 11:41:58	S4H	R27
33	FPK23031000000467	ACCIDENT HIGHWAY	27	27Y1	03/10/2023 14:25:12	03/10/2023 14:25:41	03/10/2023 14:39:55	03/10/2023 15:12:05	S4H	R27

	A	B	C	D	E	F	G	H	I	J
34	FPK23031200000480	ACCIDENT HIGHWAY	27	27Y2	03/12/2023 16:26:30	03/12/2023 16:27:17	03/12/2023 16:35:53	03/12/2023 17:20:43	S4H	R27
35	FPK23031300000485	ACCIDENT HIGHWAY	27	27Y1	03/13/2023 14:00:30	03/13/2023 14:00:50	03/13/2023 14:07:38	03/13/2023 14:09:24	S4H	R7
36	FPK23031300000489	ACCIDENT HIGHWAY	27	27Y1	03/13/2023 19:08:23	03/13/2023 19:08:58	03/13/2023 19:15:24	03/13/2023 20:22:22	S4H	R27
37	FPK23031400000492	ACCIDENT HIGHWAY	27	27Y1	03/14/2023 15:51:55	03/14/2023 15:52:24	03/14/2023 16:01:46	03/14/2023 16:41:51	S4H	R27
38	FPK23031800000520	ACCIDENT HIGHWAY	27	27Y2	03/18/2023 22:29:12	03/18/2023 22:29:39	03/18/2023 22:35:05	03/18/2023 22:44:57	S4H	R227
39	FPK23031900000526	ACCIDENT HIGHWAY	27	27Y1	03/19/2023 22:03:24	03/19/2023 22:03:43	03/19/2023 22:10:37	03/19/2023 22:22:54	S4H	R27
40	FPK23032000000533	ACCIDENT HIGHWAY	27	27Y2	03/20/2023 12:52:35	03/20/2023 12:53:19	03/20/2023 13:01:57	03/20/2023 13:11:20	S4H	R27
41	FPK23032000000534	ACCIDENT HIGHWAY	27	27Y2	03/20/2023 16:48:11	03/20/2023 16:48:38	03/20/2023 16:58:14	03/20/2023 17:25:43	S4H	R27
42	FPK23032400000558	ACCIDENT HIGHWAY	27	27Y1	03/24/2023 16:15:17	03/24/2023 16:15:59	03/24/2023 16:22:31	03/24/2023 16:39:18	S4H	R27
43	FPK23032400000559	ACCIDENT HIGHWAY	27	27Y1	03/24/2023 20:09:20	03/24/2023 20:10:11	03/24/2023 20:16:50	03/24/2023 21:03:10	S4H	R27
44	FPK23032500000561	ACCIDENT HIGHWAY	27	27Y2	03/25/2023 13:33:55	03/25/2023 13:34:15	03/25/2023 13:43:32	03/25/2023 14:03:49	S4H	R27

	A	B	C	D	E	F	G	H	I	J
45	FPK23032600000565	ACCIDENT HIGHWAY	27	27Y2	03/26/2023 07:06:55	03/26/2023 07:07:11	03/26/2023 07:16:17	03/26/2023 08:17:25	S4H	R27
46	FPK23032800000573	ACCIDENT HIGHWAY	27	27Y1	03/28/2023 01:38:25	03/28/2023 01:38:51	03/28/2023 01:46:18	03/28/2023 02:00:17	S4H	R27
47	FPK23032900000582	ACCIDENT HIGHWAY	27	27Y1	03/29/2023 06:32:09	03/29/2023 06:32:48	03/29/2023 06:42:45	03/29/2023 06:49:37	S4H	R27
48	FPK23032900000586	ACCIDENT HIGHWAY	27	27Y1	03/29/2023 09:03:02	03/29/2023 09:03:18	03/29/2023 09:10:42	03/29/2023 09:40:08	S4H	R27
49	FPK23032900000588	ACCIDENT HIGHWAY	27	27Y1	03/29/2023 21:22:26	03/29/2023 21:23:12	03/29/2023 21:29:57	03/29/2023 22:11:24	S4H	R27
50	FPK23033000000595	ACCIDENT HIGHWAY	27	27Y1	03/30/2023 20:56:50	03/30/2023 20:57:48	01/01/0001 00:00:00	03/30/2023 21:05:33	S4H	R27
51	FPK23033000000597	ACCIDENT HIGHWAY	27	27Y1	03/30/2023 22:43:55	03/30/2023 22:44:13	03/30/2023 23:02:01	03/30/2023 23:28:57	S4H	R27
52	FPK23033000000591	ACCIDENT HIGHWAY	27	27Y2	03/30/2023 06:29:38	03/30/2023 06:30:32	03/30/2023 06:41:07	03/30/2023 06:44:10	S4H	R27
53	FPK23030400000421	ACCIDENT WITH INJURIES	27	27A	03/04/2023 10:27:40	03/04/2023 10:28:57	03/04/2023 10:32:18	03/04/2023 10:34:11	S4I	E27
54	FPK23030600000436	ACCIDENT WITH INJURIES	27	27A	03/06/2023 07:31:22	03/06/2023 07:31:38	03/06/2023 07:36:32	03/06/2023 08:21:04	S4I	R27
55	FPK23030800000449	ACCIDENT WITH INJURIES	27	27Y2	03/08/2023 11:32:38	03/08/2023 11:32:59	03/08/2023 11:38:58	03/08/2023 12:07:18	S4I	R27

	A	B	C	D	E	F	G	H	I	J
56	FPK23030800000450	ACCIDENT WITH INJURIES	27	27B	03/08/2023 13:18:39	03/08/2023 13:18:51	03/08/2023 13:24:21	03/08/2023 13:27:14	S4I	R27
57	FPK23031000000470	ACCIDENT WITH INJURIES	27	27A	03/10/2023 19:18:09	03/10/2023 19:18:30	03/10/2023 19:23:13	03/10/2023 20:05:04	S4I	R227
58	FPK23031000000461	ACCIDENT WITH INJURIES	27	27B	03/10/2023 09:13:10	03/10/2023 09:13:40	03/10/2023 09:20:38	03/10/2023 10:00:23	S4I	R7
59	FPK23030600000441	ACCIDENT WITH INJURIES	27	27B	03/06/2023 16:29:18	03/06/2023 16:29:36	03/06/2023 16:33:05	03/06/2023 16:42:48	S4I	R27
60	FPK23031400000495	ACCIDENT WITH INJURIES	27	27Y2	03/14/2023 20:15:03	03/14/2023 20:16:06	03/14/2023 20:21:51	03/14/2023 20:34:14	S4I	R7
61	FPK23031700000514	ACCIDENT WITH INJURIES	27	27B	03/17/2023 20:10:39	01/01/0001 00:00:00	01/01/0001 00:00:00	03/17/2023 20:11:15	S4I	
62	FPK23031900000525	ACCIDENT WITH INJURIES	27	27B	03/19/2023 20:38:58	03/19/2023 20:39:24	01/01/0001 00:00:00	03/19/2023 20:41:41	S4I	R27
63	FPK23031700000511	ACCIDENT WITH INJURIES	27	27Y2	03/17/2023 18:37:29	01/01/0001 00:00:00	01/01/0001 00:00:00	03/17/2023 18:38:27	S4I	
64	FPK23032600000566	ACCIDENT WITH INJURIES	27	27B	03/26/2023 14:00:32	03/26/2023 14:00:55	03/26/2023 14:04:42	03/26/2023 14:37:41	S4I	R227
65	FPK23032500000563	ACCIDENT WITH INJURIES	27	27A	03/25/2023 21:12:33	03/25/2023 21:12:48	03/25/2023 21:17:39	03/25/2023 21:25:38	S4I	R27
66	FPK23033000000596	ACCIDENT WITH INJURIES	27	27B	03/30/2023 21:01:06	03/30/2023 21:02:05	03/30/2023 21:06:10	03/30/2023 21:20:11	S4I	R227

	A	B	C	D	E	F	G	H	I	J
67	FPK23031000000460	ACCIDENT WITH INJURIES	27	27B	03/10/2023 09:09:53	03/10/2023 09:10:18	03/10/2023 09:15:29	03/10/2023 09:29:24	S4I	R27
68	FPK23032900000585	ACCIDENT WITH INJURIES	27	27B	03/29/2023 08:41:59	03/29/2023 08:42:08	03/29/2023 08:46:32	03/29/2023 08:55:10	S4I	R27
69	FPK23031300000487	ABDOMINAL PAIN	27	27B	03/13/2023 17:30:07	03/13/2023 17:30:42	03/13/2023 17:37:34	03/13/2023 18:16:24	S67AP	R27
70	FPK23031500000498	ABDOMINAL PAIN	27	27A	03/15/2023 04:25:47	03/15/2023 04:26:06	03/15/2023 04:31:14	03/15/2023 05:02:43	S67AP	R27
71	FPK23032100000537	ABDOMINAL PAIN	27	27B	03/21/2023 08:16:46	03/21/2023 08:17:07	03/21/2023 08:21:44	03/21/2023 08:32:12	S67AP	R27
72	FPK23032700000568	ABDOMINAL PAIN	27	27A	03/27/2023 03:06:11	03/27/2023 03:06:28	03/27/2023 03:11:18	03/27/2023 03:35:49	S67AP	R27
73	FPK23032700000569	ABDOMINAL PAIN	27	27A	03/27/2023 04:54:44	03/27/2023 04:55:04	03/27/2023 05:06:12	03/27/2023 05:58:37	S67AP	R27
74	FPK23032900000579	ABDOMINAL PAIN	27	27A	03/29/2023 01:21:40	03/29/2023 01:21:59	03/29/2023 01:28:49	03/29/2023 02:20:14	S67AP	R27
75	FPK23030100000404	CHOKING	27	27A	03/01/2023 08:51:34	03/01/2023 08:51:45	03/01/2023 08:56:27	03/01/2023 09:05:39	S67CK	R7
76	FPK23030400000424	CHOKING	27	27A	03/04/2023 17:47:30	03/04/2023 17:47:40	03/04/2023 17:53:09	03/04/2023 19:00:45	S67CK	R27
77	FPK23030100000410	CHEST PAINS NON-TRAUMATIC	27	27B	03/01/2023 20:38:25	03/01/2023 20:38:43	03/01/2023 20:48:17	03/01/2023 21:52:42	S67CP	R27

	A	B	C	D	E	F	G	H	I	J
78	FPK23030700000446	CHEST PAINS NON-TRAUMATIC	27	27A	03/07/2023 19:49:30	03/07/2023 19:49:37	03/07/2023 19:57:21	03/07/2023 21:02:43	S67CP	R27
79	FPK23031500000497	CHEST PAINS NON-TRAUMATIC	27	27A	03/15/2023 00:39:58	03/15/2023 00:40:14	03/15/2023 00:46:39	03/15/2023 00:56:57	S67CP	R227
80	FPK23031800000518	CHEST PAINS NON-TRAUMATIC	27	27B	03/18/2023 20:10:45	03/18/2023 20:11:12	03/18/2023 20:16:20	03/18/2023 20:47:46	S67CP	R227
81	FPK23031800000517	CHEST PAINS NON-TRAUMATIC	27	27A	03/18/2023 18:44:58	03/18/2023 18:45:16	03/18/2023 18:51:00	03/18/2023 19:35:05	S67CP	R27
82	FPK23031500000501	CHEST PAINS NON-TRAUMATIC	27	27A	03/15/2023 13:56:26	03/15/2023 13:56:43	03/15/2023 14:01:35	03/15/2023 14:55:53	S67CP	R227
83	FPK23032900000581	CHEST PAINS NON-TRAUMATIC	27	27A	03/29/2023 04:20:47	03/29/2023 04:21:06	03/29/2023 04:29:35	03/29/2023 05:38:11	S67CP	R27
84	FPK23032900000583	CHEST PAINS NON-TRAUMATIC	27	27A	03/29/2023 07:06:06	03/29/2023 07:06:27	03/29/2023 07:12:08	03/29/2023 08:09:51	S67CP	R227
85	FPK23030600000440	CARDIAC/RESPIRATORY ARREST	27	27B	03/06/2023 15:24:48	03/06/2023 15:25:02	03/06/2023 15:28:50	03/06/2023 16:04:22	S67CR	R227
86	FPK23031100000471	CARDIAC/RESPIRATORY ARREST	27	27A	03/11/2023 04:06:29	03/11/2023 04:06:53	03/11/2023 04:13:21	03/11/2023 04:28:48	S67CR	R227
87	FPK23032100000540	CARDIAC/RESPIRATORY ARREST	27	27B	03/21/2023 14:19:34	03/21/2023 14:19:47	03/21/2023 14:25:48	03/21/2023 14:41:59	S67CR	R227
88	FPK23030100000403	FALL INJURY	27	27A	03/01/2023 08:22:29	03/01/2023 08:22:56	01/01/0001 00:00:00	03/01/2023 09:20:49	S67FI	R27

	A	B	C	D	E	F	G	H	I	J
89	FPK23030200000412	FALL INJURY	27	27A	03/02/2023 05:42:00	03/02/2023 05:42:23	03/02/2023 05:54:00	03/02/2023 06:55:21	S67FI	R232
90	FPK23030800000447	FALL INJURY	27	27A	03/08/2023 10:13:49	03/08/2023 10:13:30	03/08/2023 10:18:32	03/08/2023 11:03:53	S67FI	R27
91	FPK23030800000448	FALL INJURY	27	27A	03/08/2023 10:15:34	01/01/0001 00:00:00	01/01/0001 00:00:00	03/08/2023 10:16:50	S67FI	
92	FPK23030500000431	FALL INJURY	27	27A	03/05/2023 10:20:54	03/05/2023 10:21:09	03/05/2023 10:27:54	03/05/2023 11:05:59	S67FI	R227
93	FPK23030900000454	FALL INJURY	27	27A	03/09/2023 05:52:56	03/09/2023 05:53:06	03/09/2023 05:58:54	03/09/2023 06:35:56	S67FI	R27
94	FPK23031000000464	FALL INJURY	27	27B	03/10/2023 11:56:29	03/10/2023 11:56:38	03/10/2023 12:03:16	03/10/2023 12:45:12	S67FI	R27
95	FPK23031000000469	FALL INJURY	27	27B	03/10/2023 15:09:51	03/10/2023 15:09:58	03/10/2023 15:17:11	03/10/2023 15:48:38	S67FI	R90
96	FPK23030500000433	FALL INJURY	27	27A	03/05/2023 19:28:04	03/05/2023 19:28:26	03/05/2023 19:35:14	03/05/2023 20:28:25	S67FI	R27
97	FPK23030500000432	FALL INJURY	27	27B	03/05/2023 14:03:38	03/05/2023 14:04:09	03/05/2023 14:11:13	03/05/2023 15:15:04	S67FI	R27
98	FPK23031400000493	FALL INJURY	27	27B	03/14/2023 16:00:46	03/14/2023 16:01:15	03/14/2023 16:05:20	03/14/2023 16:37:07	S67FI	R227
99	FPK23031500000503	FALL INJURY	27	27B	03/15/2023 19:35:42	03/15/2023 19:36:00	03/15/2023 19:42:27	03/15/2023 20:09:34	S67FI	R27

	A	B	C	D	E	F	G	H	I	J
100	FPK23030700000445	FALL INJURY	27	27A	03/07/2023 13:09:37	03/07/2023 13:10:30	03/07/2023 13:15:54	03/07/2023 14:04:46	S67FI	R7
101	FPK23031500000504	FALL INJURY	27	27A	03/15/2023 23:57:25	03/15/2023 23:57:39	03/16/2023 00:03:59	03/16/2023 00:31:25	S67FI	R27
102	FPK23032200000544	FALL INJURY	27	27A	03/22/2023 15:06:54	03/22/2023 15:07:19	03/22/2023 15:13:37	03/22/2023 16:08:49	S67FI	R27
103	FPK23032100000539	FALL INJURY	27	27A	03/21/2023 13:43:50	03/21/2023 13:44:00	03/21/2023 13:49:38	03/21/2023 15:24:03	S67FI	R27
104	FPK23032600000564	FALL INJURY	27	27B	03/26/2023 01:53:04	03/26/2023 01:53:15	03/26/2023 02:01:42	03/26/2023 03:18:51	S67FI	R27
105	FPK23032100000536	FALL INJURY	27	27A	03/21/2023 05:38:39	03/21/2023 05:38:51	03/21/2023 05:45:00	03/21/2023 06:42:54	S67FI	R27
106	FPK23032800000577	FALL INJURY	27	27B	03/28/2023 17:12:38	03/28/2023 17:12:52	01/01/0001 00:00:00	03/28/2023 17:34:21	S67FI	R227
107	FPK23032800000578	FALL INJURY	27	27A	03/28/2023 22:13:19	03/28/2023 22:13:41	01/01/0001 00:00:00	03/29/2023 00:30:15	S67FI	R227
108	FPK23033100000599	FALL INJURY	27	27A	03/31/2023 01:31:58	03/31/2023 01:32:21	03/31/2023 01:38:18	03/31/2023 02:08:22	S67FI	R27
109	FPK23033100000602	FALL INJURY	27	27A	03/31/2023 12:14:05	03/31/2023 12:14:37	03/31/2023 12:20:44	03/31/2023 12:50:45	S67FI	R27
110	FPK23031500000502	HEADACHE	27	27A	03/15/2023 16:57:27	03/15/2023 16:57:53	03/15/2023 17:04:45	03/15/2023 17:45:39	S67HE	R27

	A	B	C	D	E	F	G	H	I	J
111	FPK23030300000418	HEMORRHAGE OR LACERATION	27	27B	03/03/2023 15:53:50	03/03/2023 15:54:59	03/03/2023 16:03:08	03/03/2023 16:06:27	S67HM	R27
112	FPK23030100000407	HEMORRHAGE OR LACERATION	27	27A	03/01/2023 16:32:28	03/01/2023 16:32:44	03/01/2023 16:38:53	03/01/2023 17:31:27	S67HM	R27
113	FPK23030900000457	HEMORRHAGE OR LACERATION	27	27A	03/09/2023 12:44:30	03/09/2023 12:44:47	03/09/2023 12:50:45	03/09/2023 13:20:14	S67HM	R27
114	FPK23033100000603	HEMORRHAGE OR LACERATION	27	27A	03/31/2023 19:57:43	03/31/2023 19:58:01	03/31/2023 20:05:08	03/31/2023 20:50:26	S67HM	R27
115	FPK23032000000535	HEART PROBLEMS	27	27A	03/20/2023 22:18:22	03/20/2023 22:18:35	03/20/2023 22:25:14	03/20/2023 23:08:50	S67HP	R27
116	FPK23030500000429	INJURY	27	27A	03/05/2023 06:13:38	03/05/2023 06:14:11	03/05/2023 06:21:36	03/05/2023 07:03:40	S67IJ	R27
117	FPK23031300000490	INJURY	27	27A	03/13/2023 19:46:13	03/13/2023 19:46:36	03/13/2023 19:55:49	03/13/2023 20:45:42	S67IJ	R227
118	FPK23030300000417	OVERDOSE OR POISONING	27	27A	03/03/2023 06:10:18	03/03/2023 06:10:59	03/03/2023 06:20:03	03/03/2023 07:03:06	S67OD	R27
119	FPK23030500000434	OVERDOSE OR POISONING	27	27A	03/05/2023 20:12:03	03/05/2023 20:12:13	03/05/2023 20:15:55	03/05/2023 20:59:03	S67OD	R227
120	FPK23030400000419	UNCONSCIOUS OR FAINTING	27	27Y2	03/04/2023 00:34:03	03/04/2023 00:34:16	03/04/2023 00:40:57	03/04/2023 00:43:53	S67PO	R27
121	FPK23030300000415	UNCONSCIOUS OR FAINTING	27	27B	03/03/2023 00:48:12	03/03/2023 00:48:26	01/01/0001 00:00:00	03/03/2023 00:49:57	S67PO	R27

	A	B	C	D	E	F	G	H	I	J
122	FPK23030400000427	UNCONSCIOUS OR FAINTING	27	27A	03/04/2023 19:44:21	03/04/2023 19:45:16	03/04/2023 19:52:16	03/04/2023 20:27:17	S67PO	R27
123	FPK23030600000435	UNCONSCIOUS OR FAINTING	27	27Y2	03/06/2023 00:10:53	03/06/2023 00:11:11	03/06/2023 00:19:10	03/06/2023 00:21:12	S67PO	R27
124	FPK23030600000437	UNCONSCIOUS OR FAINTING	27	27A	03/06/2023 07:42:14	03/06/2023 07:42:36	03/06/2023 07:50:55	03/06/2023 08:25:28	S67PO	R7
125	FPK23030500000428	UNCONSCIOUS OR FAINTING	27	27A	03/05/2023 01:53:37	03/05/2023 01:54:14	03/05/2023 01:59:33	03/05/2023 03:08:50	S67PO	R227
126	FPK23031000000468	UNCONSCIOUS OR FAINTING	27	27B	03/10/2023 14:33:30	03/10/2023 14:33:43	03/10/2023 14:41:51	03/10/2023 15:39:57	S67PO	R227
127	FPK23031200000472	UNCONSCIOUS OR FAINTING	27	27A	03/12/2023 00:20:11	03/12/2023 00:20:30	03/12/2023 00:29:38	03/12/2023 01:23:24	S67PO	R27
128	FPK23031200000481	UNCONSCIOUS OR FAINTING	27	27A	03/12/2023 16:43:16	03/12/2023 16:43:34	03/12/2023 16:47:34	03/12/2023 17:29:42	S67PO	R227
129	FPK23031300000486	UNCONSCIOUS OR FAINTING	27	27A	03/13/2023 14:28:54	03/13/2023 14:29:09	03/13/2023 14:34:52	03/13/2023 15:38:33	S67PO	R7
130	FPK23031600000505	UNCONSCIOUS OR FAINTING	27	27B	03/16/2023 18:37:00	03/16/2023 18:37:24	03/16/2023 18:45:54	03/16/2023 19:56:37	S67PO	R27
131	FPK23031700000512	UNCONSCIOUS OR FAINTING	27	27A	03/17/2023 18:47:37	03/17/2023 18:48:03	03/17/2023 19:03:55	03/17/2023 19:43:34	S67PO	R17
132	FPK23031300000484	UNCONSCIOUS OR FAINTING	27	27A	03/13/2023 10:07:32	03/13/2023 10:07:46	03/13/2023 10:12:50	03/13/2023 10:45:25	S67PO	R227

	A	B	C	D	E	F	G	H	I	J
133	FPK23031900000528	UNCONSCIOUS OR FAINTING	27	27B	03/19/2023 23:03:05	03/19/2023 23:04:01	03/19/2023 23:10:21	03/19/2023 23:51:52	S67PO	R27
134	FPK23031500000499	UNCONSCIOUS OR FAINTING	27	27B	03/15/2023 06:34:47	03/15/2023 06:35:04	03/15/2023 06:42:08	03/15/2023 07:47:21	S67PO	R27
135	FPK23032100000538	UNCONSCIOUS OR FAINTING	27	27B	03/21/2023 12:42:50	03/21/2023 12:43:05	03/21/2023 12:47:57	03/21/2023 12:59:39	S67PO	R27
136	FPK23032700000572	UNCONSCIOUS OR FAINTING	27	27A	03/27/2023 20:27:15	03/27/2023 20:27:41	03/27/2023 20:35:24	03/27/2023 21:20:45	S67PO	R227
137	FPK23032300000548	UNCONSCIOUS OR FAINTING	27	27A	03/23/2023 09:09:27	03/23/2023 09:09:38	03/23/2023 09:10:57	03/23/2023 10:16:35	S67PO	R227
138	FPK23033000000590	UNCONSCIOUS OR FAINTING	27	27B	03/30/2023 04:53:18	03/30/2023 04:53:50	03/30/2023 04:59:10	03/30/2023 05:28:57	S67PO	R31
139	FPK23033000000592	UNCONSCIOUS OR FAINTING	27	27B	03/30/2023 11:06:53	03/30/2023 11:07:05	03/30/2023 11:12:29	03/30/2023 12:02:30	S67PO	R27
140	FPK23030100000409	SICK PERSON	27	27A	03/01/2023 17:45:34	03/01/2023 17:45:43	03/01/2023 17:50:01	03/01/2023 17:56:55	S67SP	R27
141	FPK23030500000430	SICK PERSON	27	27A	03/05/2023 09:50:01	03/05/2023 09:50:13	03/05/2023 09:57:39	03/05/2023 10:47:54	S67SP	R27
142	FPK23030900000459	SICK PERSON	27	27B	03/09/2023 16:11:52	03/09/2023 16:12:40	03/09/2023 16:20:46	03/09/2023 16:45:40	S67SP	R27
143	FPK23031000000462	SICK PERSON	27	27B	03/10/2023 10:16:18	03/10/2023 10:16:26	03/10/2023 10:32:22	03/10/2023 10:59:43	S67SP	R27

	A	B	C	D	E	F	G	H	I	J
144	FPK23030900000458	SICK PERSON	27	27B	03/09/2023 15:15:08	03/09/2023 15:15:19	03/09/2023 15:19:48	03/09/2023 15:50:49	S67SP	R27
145	FPK23031200000474	SICK PERSON	27	27A	03/12/2023 06:23:32	03/12/2023 06:24:02	03/12/2023 06:31:33	03/12/2023 07:41:13	S67SP	R227
146	FPK23031000000466	SICK PERSON	27	27A	03/10/2023 12:53:38	03/10/2023 12:53:51	03/10/2023 12:59:38	03/10/2023 13:56:35	S67SP	R27
147	FPK23031200000479	SICK PERSON	27	27A	03/12/2023 14:36:53	03/12/2023 14:37:33	03/12/2023 14:43:46	03/12/2023 15:38:50	S67SP	R90
148	FPK23031400000494	SICK PERSON	27	27A	03/14/2023 19:44:40	03/14/2023 19:44:49	03/14/2023 19:49:44	03/14/2023 20:24:26	S67SP	R27
149	FPK23030100000405	SICK PERSON	27	27B	03/01/2023 09:34:33	03/01/2023 09:34:44	03/01/2023 09:39:44	03/01/2023 10:13:11	S67SP	R27
150	FPK23030900000455	SICK PERSON	27	27A	03/09/2023 08:45:48	03/09/2023 08:45:59	03/09/2023 08:50:37	03/09/2023 09:28:42	S67SP	R227
151	FPK23032000000530	SICK PERSON	27	27B	03/20/2023 03:59:34	03/20/2023 03:59:46	03/20/2023 04:10:32	03/20/2023 04:56:07	S67SP	R27
152	FPK23031600000507	SICK PERSON	27	27A	03/16/2023 23:05:40	03/16/2023 23:06:01	03/16/2023 23:12:12	03/17/2023 00:00:08	S67SP	R227
153	FPK23031500000500	SICK PERSON	27	27A	03/15/2023 10:29:44	03/15/2023 10:30:12	03/15/2023 10:35:08	03/15/2023 11:14:33	S67SP	R27
154	FPK23032200000545	SICK PERSON	27	27A	03/22/2023 15:45:58	03/22/2023 15:46:16	03/22/2023 15:52:35	03/22/2023 16:05:00	S67SP	R227

	A	B	C	D	E	F	G	H	I	J
155	FPK23032300000547	SICK PERSON	27	27A	03/23/2023 08:31:34	03/23/2023 08:31:46	03/23/2023 08:37:12	03/23/2023 08:43:49	S67SP	R27
156	FPK23032400000554	SICK PERSON	27	27B	03/24/2023 08:00:46	03/24/2023 08:01:00	03/24/2023 08:09:20	03/24/2023 08:50:54	S67SP	R27
157	FPK23032400000555	SICK PERSON	27	27A	03/24/2023 09:38:28	03/24/2023 09:38:51	03/24/2023 09:59:16	03/24/2023 10:13:22	S67SP	R7
158	FPK23032400000557	SICK PERSON	27	27A	03/24/2023 14:49:11	03/24/2023 14:49:30	03/24/2023 15:01:25	03/24/2023 15:14:51	S67SP	R27
159	FPK23032300000549	SICK PERSON	27	27A	03/23/2023 18:28:04	03/23/2023 18:28:17	03/23/2023 18:33:33	03/23/2023 19:28:03	S67SP	R27
160	FPK23032500000560	SICK PERSON	27	27A	03/25/2023 09:56:21	03/25/2023 09:56:45	03/25/2023 10:03:20	03/25/2023 11:17:53	S67SP	R27
161	FPK23031800000516	SICK PERSON	27	27B	03/18/2023 11:08:30	03/18/2023 11:08:45	03/18/2023 11:16:03	03/18/2023 11:31:44	S67SP	R27
162	FPK23032200000546	SICK PERSON	27	27A	03/22/2023 16:20:14	03/22/2023 16:20:29	01/01/0001 00:00:00	03/22/2023 16:21:39	S67SP	R27
163	FPK23032800000576	SICK PERSON	27	27A	03/28/2023 13:29:26	03/28/2023 13:29:41	03/28/2023 13:35:26	03/28/2023 14:11:50	S67SP	R27
164	FPK23032900000580	SICK PERSON	27	27B	03/29/2023 02:19:06	03/29/2023 02:19:29	03/29/2023 02:28:01	03/29/2023 03:16:29	S67SP	R227
165	FPK23032900000584	SICK PERSON	27	27A	03/29/2023 07:07:57	03/29/2023 07:08:13	03/29/2023 07:14:35	03/29/2023 07:58:33	S67SP	R227

	A	B	C	D	E	F	G	H	I	J
166	FPK23030600000438	STROKE	27	27B	03/06/2023 09:58:24	03/06/2023 09:58:54	03/06/2023 10:03:44	03/06/2023 10:09:35	S67ST	R227
167	FPK23031200000482	STROKE	27	27B	03/12/2023 16:59:17	03/12/2023 16:59:44	03/12/2023 17:12:27	03/12/2023 18:04:32	S67ST	R90
168	FPK23031600000506	STROKE	27	27A	03/16/2023 22:24:41	03/16/2023 22:24:54	03/16/2023 22:32:11	03/16/2023 23:49:11	S67ST	R227
169	FPK23032500000562	STROKE	27	27A	03/25/2023 16:17:15	03/25/2023 16:17:34	03/25/2023 16:23:35	03/25/2023 17:14:55	S67ST	R227
170	FPK23031700000508	SEIZURE	27	27A	03/17/2023 04:22:17	03/17/2023 04:22:36	03/17/2023 04:32:34	03/17/2023 05:26:08	S67SZ	R27
171	FPK23030100000408	TROUBLE BREATHING	27	27B	03/01/2023 17:26:55	03/01/2023 17:27:13	03/01/2023 17:34:32	03/01/2023 18:15:17	S67TB	R227
172	FPK23030600000439	TROUBLE BREATHING	27	27B	03/06/2023 12:11:03	03/06/2023 12:11:14	03/06/2023 12:18:40	03/06/2023 13:30:12	S67TB	R27
173	FPK23030700000443	TROUBLE BREATHING	27	27A	03/07/2023 06:06:57	03/07/2023 06:07:32	03/07/2023 06:15:59	03/07/2023 06:45:29	S67TB	R27
174	FPK23030400000425	TROUBLE BREATHING	27	27A	03/04/2023 18:05:53	03/04/2023 18:07:12	03/04/2023 18:12:18	03/04/2023 18:58:17	S67TB	R227
175	FPK23030700000444	TROUBLE BREATHING	27	27B	03/07/2023 12:29:01	03/07/2023 12:30:14	03/07/2023 12:40:00	03/07/2023 14:08:52	S67TB	R27
176	FPK23030100000411	TROUBLE BREATHING	27	27B	03/01/2023 21:33:31	03/01/2023 21:33:43	03/01/2023 21:40:46	03/01/2023 21:44:48	S67TB	R227

	A	B	C	D	E	F	G	H	I	J
177	FPK23031200000477	TROUBLE BREATHING	27	27B	03/12/2023 13:41:34	03/12/2023 13:41:57	03/12/2023 13:48:41	03/12/2023 14:38:07	S67TB	R27
178	FPK23031800000521	TROUBLE BREATHING	27	27A	03/18/2023 22:47:42	03/18/2023 22:48:04	03/18/2023 22:52:06	03/18/2023 23:55:52	S67TB	R227
179	FPK23031900000523	TROUBLE BREATHING	27	27A	03/19/2023 17:46:02	03/19/2023 17:46:28	03/19/2023 17:53:53	03/19/2023 18:40:12	S67TB	R227
180	FPK23032400000552	TROUBLE BREATHING	27	27A	03/24/2023 04:31:00	03/24/2023 04:31:15	03/24/2023 04:38:16	03/24/2023 05:27:32	S67TB	R227
181	FPK23032400000553	TROUBLE BREATHING	27	27B	03/24/2023 06:19:20	03/24/2023 06:19:32	03/24/2023 06:25:12	03/24/2023 06:59:10	S67TB	R27
182	FPK23032800000574	TROUBLE BREATHING	27	27B	03/28/2023 01:52:21	03/28/2023 01:52:33	01/01/0001 00:00:00	03/28/2023 01:57:25	S67TB	R27
183	FPK23032700000570	TROUBLE BREATHING	27	27A	03/27/2023 12:50:19	03/27/2023 12:50:42	03/27/2023 12:57:43	03/27/2023 13:49:37	S67TB	R227
184	FPK23033100000600	TROUBLE BREATHING	27	27A	03/31/2023 05:27:13	03/31/2023 05:27:32	03/31/2023 05:33:33	03/31/2023 05:58:14	S67TB	R227
185	FPK23033100000598	TROUBLE BREATHING	27	27A	03/31/2023 01:10:36	03/31/2023 01:11:11	03/31/2023 01:18:16	03/31/2023 02:36:24	S67TB	R227
186	FPK23032900000587	TROUBLE BREATHING	27	27B	03/29/2023 19:13:43	03/29/2023 19:14:17	03/29/2023 19:20:27	03/29/2023 20:44:41	S67TB	R27
187	FPK23033100000601	TROUBLE BREATHING	27	27A	03/31/2023 09:15:06	03/31/2023 09:15:24	03/31/2023 09:21:45	03/31/2023 10:23:37	S67TB	R227

	A	B	C	D	E	F	G	H	I	J
188	FPK23031200000475	UNKNOWN MEDICAL	27	27A	03/12/2023 12:55:30	03/12/2023 12:55:44	01/01/0001 00:00:00	03/12/2023 13:01:29	S67UM	R27
189	FPK23031700000509	UNKNOWN MEDICAL	27	27B	03/17/2023 04:23:12	03/17/2023 04:23:50	01/01/0001 00:00:00	03/17/2023 04:28:31	S67UM	R227
190	FPK23031800000515	UNKNOWN MEDICAL	27	27Y2	03/18/2023 08:06:56	03/18/2023 08:07:16	03/18/2023 08:12:17	03/18/2023 08:18:00	S67UM	R27
191	FPK23031800000519	UNKNOWN MEDICAL	27	27A	03/18/2023 22:04:54	03/18/2023 22:05:16	03/18/2023 22:12:16	03/18/2023 22:50:23	S67UM	R27
192	FPK23032300000550	UNKNOWN MEDICAL	27	27A	03/23/2023 23:43:06	03/23/2023 23:43:30	03/23/2023 23:47:23	03/24/2023 00:19:40	S67UM	R27
193	FPK23031200000476	FIRE OR MEDICAL SERVICE CALL	27	27B	03/12/2023 13:29:28	01/01/0001 00:00:00	01/01/0001 00:00:00	03/12/2023 13:30:48	S68	
194	FPK23031900000522	FIRE OR MEDICAL SERVICE CALL	27	27A	03/19/2023 09:23:20	03/19/2023 09:23:51	03/19/2023 09:34:23	03/19/2023 10:56:02	S68	I307
195	FPK23031900000524	FIRE OR MEDICAL SERVICE CALL	27	27A	03/19/2023 18:38:12	03/19/2023 18:38:42	03/19/2023 18:45:05	03/19/2023 18:54:56	S68	E27
196	FPK23032000000531	FIRE OR MEDICAL SERVICE CALL	27	27A	03/20/2023 03:59:41	03/20/2023 03:59:58	01/01/0001 00:00:00	03/20/2023 04:13:54	S68	E7
197	FPK23032200000543	FIRE OR MEDICAL SERVICE CALL	27	27A	03/22/2023 15:04:33	03/22/2023 15:05:09	03/22/2023 15:10:52	03/22/2023 15:15:15	S68	E27
198	FPK23032400000556	FIRE OR MEDICAL SERVICE CALL	27	27A	03/24/2023 14:07:41	03/24/2023 14:07:51	03/24/2023 14:17:28	03/24/2023 14:21:37	S68	E27

	A	B	C	D	E	F	G	H	I	J
199	FPK23032600000567	FIRE OR MEDICAL SERVICE CALL	27	27A	03/26/2023 18:42:38	03/26/2023 18:42:52	03/26/2023 18:50:13	03/26/2023 19:20:46	S68	E27
200	FPK23031900000527	ANIMAL BITE	27	27B	03/19/2023 22:17:17	03/19/2023 22:17:35	03/19/2023 22:23:49	03/19/2023 23:09:49	S70AB	R227
201										
202	S25 FIRE	10								
203	S4 VEHICLE ACCIDENT	44								
204	S49 ALARM	6								
205	S67 MEDICAL	7								
206	S68 SERVICE CALL	132								
207										
208	TOTAL	199								



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

MEMORANDUM NO.: 23-002

DATE: April 23, 2023
TO: Juan C. Jimenez, Town Manager
FROM: Steve Pizzillo CBO, Chief Building Official
RE: **MONTHLY STATUS REPORT – March 2023**

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

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023

Monthly Status Report March 2023

Summary:

As we continue the 2023 calendar year; I would like to mention the efforts and the excellence in customer service that the Building Department/Code/BTR/Planning staff offers to our external and internal customer's.

By the numbers:

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Front Counter	Reviews Completed	Reviews Assigned
March	328	31	297	229	564	206		516
February	95	50	45	67	569	164		683
January	137	68	69	55	731	165	287	273

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

Structural = 214, Mechanical = 109, Electrical = 124, Plumbing = 223 Total of **731 Inspections**. An increase of 162 inspections of 28% over last month

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected **\$73,680.53**, and we are glad to report that the Building Department has maintained in a good trend for the revenue/expense's ratio.

Large Construction Projects Summary:

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

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

Additional Comments:

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

AGENDA ITEM REPORT



To: Town Mayor & Commission
Subject: Code Compliance Report - March 2023
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Apr 26 2023
Department: Code
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Enforcement Department Detail Report - March 2023](#)
[Code Enforcement Dept. Monthly Report - March 2023](#)
[CODE ENFORCEMENT SPECIAL MAGISTRATE HEARING MINUTES - MARCH 15, 2023](#)

JC Jimenez, Town Manager	Status: Approved - Apr 20 2023
Marlen Martell, Town Clerk	Approved - Apr 20 2023



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5020	3/1/2023	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-313. - Parking or storage of watercraft, watercraft trailers, and golf carts.	Notice of Formal Hearing	J. Ramirez	Certified Mail
8295	3/1/2023	517 MARINE DR, PEMBROKE PARK, FL 33009 396	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
7380	3/2/2023	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 28-346 (f) - Portable storage units Sec. 21-19. - Prohibited signs. Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Hand
4874	3/2/2023	4050 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-346 (c)(1) - Portable storage units Sec. 28-346 (c)(3) - Portable storage units. Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Louis	Hand



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5771	3/2/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2681 S Park Rd	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (d) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (e) Nuisances: duty of property owners and tenants to prevent. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Email
6955	3/2/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2649 S Park Rd, Pembroke Park, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail Email
4874	3/2/2023	4050 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 28-346 (c)(1) - Portable storage units Sec. 28-346 (c)(3) - Portable storage units. Sec. 21-19. - Prohibited signs.	Abate Order	J. Louis	
8132	3/3/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #151 W lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8305	3/7/2023	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 1-3	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction	Notice of Violation	J. Ramirez	Regular Mail
5680	3/8/2023	SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5699	3/9/2023	1820 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (n) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8286	3/9/2023	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 806	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5672	3/10/2023	3860 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3876-3880 Pembroke Park, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Notice of Formal Hearing	J. Ramirez	Email



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

6145	3/15/2023	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009 #Lot 842	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Affidavit of Compliance	J. Ramirez	
4798	3/15/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #111 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 28-260 (8) - Prohibited uses	Affidavit of Compliance	J. Ramirez	Regular Mail
6288	3/15/2023	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(n). - Exterior maintenance of structures and premises Sec 5-103(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and	Affidavit of Compliance	T. Malcolm	Regular Mail



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

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			installations Sec 5-207. - Graffiti Enforcement Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 28-330 - Minimum standards for fences, walls and hedges Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.			
7832	3/15/2023	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec. 11-42(a) - Disposal of solid waste restricted	Abate Order	J. Ramirez	Certified Mail
5525	3/15/2023	2511 SW 48 TER, PEMBROKE PARK, FL 33023 15-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5604	3/15/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-152. - Registration of system. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Abate Order	T. Malcolm	Certified Mail Hand



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5020	3/15/2023	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-313. - Parking or storage of watercraft, watercraft trailers, and golf carts.	Abate Order	J. Ramirez	Certified Mail Hand
6955	3/15/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2649 S Park Rd, Pembroke Park, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	E. Richwagen	Certified Mail
6512	3/15/2023	3500 SW 20 ST, PEMBROKE PARK, FL 33023 #3520 SW 20th Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5771	3/15/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2681 S Park Rd	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (d) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (e) Nuisances: duty of property owners and tenants to prevent. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Abate Order	J. Ramirez	Certified Mail
5437	3/15/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Abate Order	J. Ramirez	Certified Mail
4798	3/15/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #111 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 28-260 (8) - Prohibited uses	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8234	3/15/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Final Order	J. Ramirez	Certified Mail
7275	3/15/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 111	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail
5708	3/15/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec. 11-43 (d) - Frequency and preparation generally Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-304 - Surface of parking area Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (m) Sec. 5-1. - Address numbers on nonresidential buildings and portions thereof Sec. 13-2. - Storage of abandoned property in the open prohibited	Final Order	J. Ramirez	Certified Mail



Code Compliance Department Report

From 3/1/2023 to 3/31/2023

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5707	3/15/2023	2500 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Final Order	J. Ramirez	Certified Mail
4381	3/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Final Order	J. Ramirez	Certified Mail
5534	3/15/2023	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2533-2575 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand



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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
8288	3/15/2023	2633 S PARK LN, PEMBROKE PARK, FL 33009 #2649 S Park Lane, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 12-48. - Outdoor storage prohibited Sec. 21-21. (7) - Temporary signs	Final Order	J. Ramirez	Certified Mail Hand
5772	3/15/2023	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Lot 122	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Final Order	J. Ramirez	Certified Mail Hand
5867	3/15/2023	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1867 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities Sec. 15-17. - Business Tax Receipt Required.	Final Order	J. Ramirez	Certified Mail Hand



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5807	3/15/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-304 - Surface of parking area	Final Order	J. Ramirez	Certified Mail Hand
7450	3/15/2023	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(g). - Exterior maintenance of structures and premises Sec. 21-24(b). - Construction, maintenance and location requirements.	Amended Final Order	E. Richwagen	Certified Mail Hand



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5672	3/15/2023	3860 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3876-3880 Pembroke Park, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Amended Final Order	J. Ramirez	Certified Mail
7110	3/16/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-177. - Initial certificate of use. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Ramirez	Hand



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7157	3/16/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(n). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
920	3/16/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3000 Country Club Lane	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Abate Order	J. Louis	Certified Mail
6145	3/16/2023	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009 #Lot 842	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Final Order	J. Ramirez	Certified Mail Hand
920	3/17/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3000 Country Club Lane	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Affidavit of Compliance	J. Louis	Hand
4886	3/17/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Between Lot 221 & 223	Sec. 27-73 - Permit required for cutting down, destroying, removing trees; exceptions.	Affidavit of Compliance	J. Louis	Hand



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5384	3/17/2023	5501 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (o) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Hand
5417	3/20/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #119 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Regular Mail



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8315	3/20/2023	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #G9	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Ramirez	Hand
8317	3/20/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #69 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8318	3/20/2023	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #105	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Ramirez	Regular Mail
8324	3/21/2023	2727 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8325	3/21/2023	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 2-3	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8326	3/21/2023	SW 55 AVE, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail
8327	3/21/2023	SW 55 AVE, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Courtesy Notice	J. Ramirez	Regular Mail



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8328	3/21/2023	5551 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 25-16. - Restrictions	Courtesy Notice	J. Ramirez	Regular Mail
6536	3/21/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5471	3/21/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 15-22. - Application.	Affidavit of Compliance	J. Ramirez	Hand



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4862	3/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #524	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (f) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec. 28-272 - Number of occupants per mobile home or recreational vehicle Sec 5-103. - Exterior maintenance of structures and premises (o)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5713	3/21/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3030 Country Club Lane, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Affidavit of Compliance	J. Ramirez	Regular Mail
7858	3/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail



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5549	3/23/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Compliance	J. Ramirez	Regular Mail
8329	3/27/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Hand
8292	3/27/2023	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 802	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
7706	3/28/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #76 W LAKE DR	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
7706	3/28/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #76 W LAKE DR	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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7722	3/28/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3140 Pembroke Rd, #612 , Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-28. - Display. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Non- Compliance	J. Ramirez	Certified Mail
7722	3/28/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3140 Pembroke Rd, #612 , Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-28. - Display. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7734	3/29/2023	2565 S PARK LN, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-28. - Display. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7734	3/29/2023	2565 S PARK LN, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-28. - Display. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Non- Compliance	J. Ramirez	Hand
4640	3/29/2023	3107 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Bay 103 - Team Marketing Group	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Compliance	L. Cannon	Regular Mail
5752	3/29/2023	2791 SW 48 TER, PEMBROKE PARK, FL 33023 2-8	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	T. Malcolm	Regular Mail
5812	3/29/2023	3250 S 31 WAY, PEMBROKE PARK, FL 33009 #7 sunny lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Notice of Formal Hearing	J. Ramirez	Certified Mail



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5812	3/29/2023	3250 S 31 WAY, PEMBROKE PARK, FL 33009 #7 sunny lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
4640	3/29/2023	3107 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Bay 103 - Team Marketing Group	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Final Order	L. Cannon	Certified Mail
5808	3/30/2023	102 S KEY DR, PEMBROKE PARK, FL 33009 616	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	T. Malcolm	Certified Mail
5808	3/30/2023	102 S KEY DR, PEMBROKE PARK, FL 33009 616	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6541	3/30/2023	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 27-33. - Maintenance Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 15-175. - Certificate of use requirements. Sec. 21-19. - Prohibited signs. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6710	3/30/2023	4901 SW 27 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Compliance	E. Richwagen	Hand



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8352	3/30/2023	5401 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 28-208.2.(a) - Specific use regulations and limitations. Sec. 22-27. - Use of certain grass species.	Notice of Violation	J. Ramirez	Regular Mail
8353	3/30/2023	5325 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 28-208.2.(a) - Specific use regulations and limitations. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 22-85(a). - Obstructions of public rights-of-way.	Courtesy Notice	J. Ramirez	Hand



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8354	3/30/2023	5411 SW 25 CT, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Ramirez	Regular Mail
7000	3/30/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2308 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Regular Mail
8359	3/31/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #G, H, I, J	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 15-177. - Initial certificate of use. Sec. 15-28. - Display.	Notice of Violation	J. Ramirez	Certified Mail
8359	3/31/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #G, H, I, J	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 15-177. - Initial certificate of use. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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8362	3/31/2023	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #304	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8363	3/31/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 106	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Ramirez	Regular Mail
8364	3/31/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 108	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Hand
8365	3/31/2023	2250 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-333. - Industrial zoned areas.	Notice of Violation	J. Ramirez	Regular Mail
7193	3/31/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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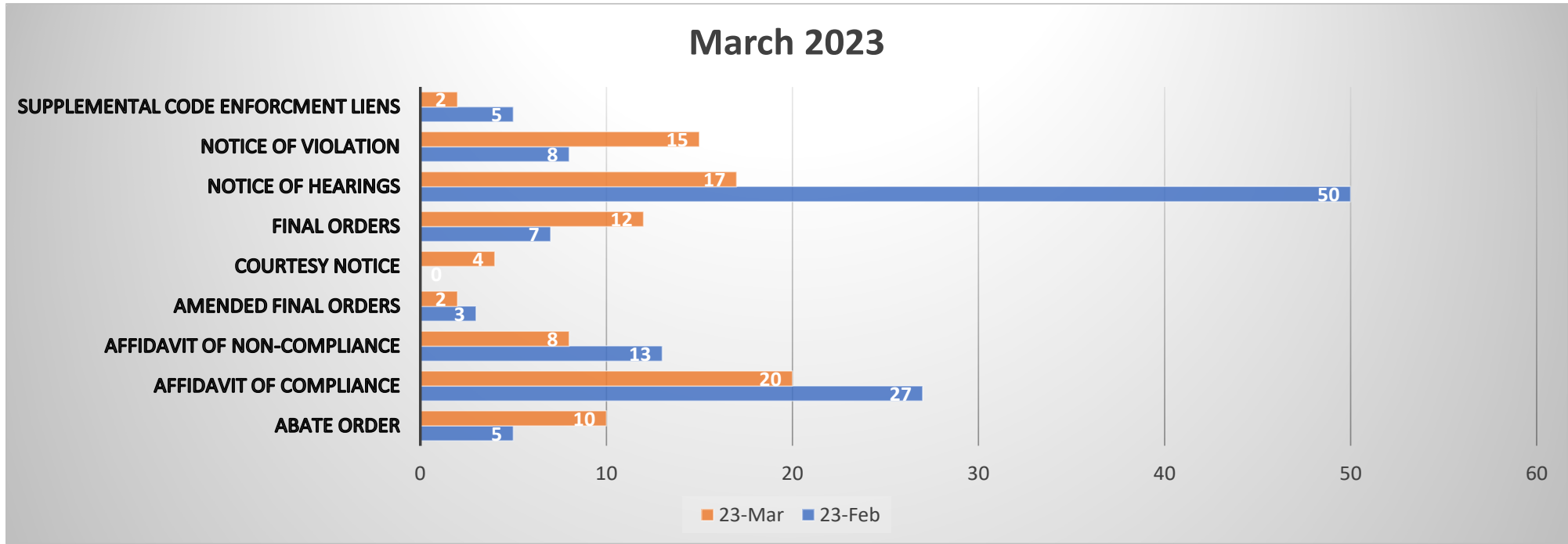
<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
7193	3/31/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
7758	3/31/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #SMOKE SHOP	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	E. Richwagen	Regular Mail
6051	3/31/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

<u>Summary</u>	
Abate Order	10
Affidavit of Compliance	20
Affidavit of Non-Compliance	8
Amended Final Order	2
Courtesy Notice	4
Final Order	12
Notice of Formal Hearing	17
Notice of Violation	15
Supplemental Order/Claim of Lien	2
Total	90



Code Compliance Department Monthly Report March 2023

Chief Code Compliance Officer Joseline Ramirez



Summary of Detail Report

Special Magistrate Past & Upcoming Dates

1. March 15, 2023 - Executed
11 Formal Hearings
3 Hearings to Confirm Fine
10 Hearings to Abate Fine
2 Hearings to Extend Time
19 Authorized Foreclosures for Commission Approval
Total: 45 Cases
2. April 19, 2023 – Executed
3. May 17, 2023 - Scheduled



Compliance: Before & After Photos

Before

Page 32 of 57



02/1



02/15/2022 10:07

5525 SW 41 Street

5



5525 SW 41 Street



Before



Mar 17, 2023 at 8:45:23 AM



2940 Country Club Lane

Before



After



2540 SW 30th AVE

Before

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SW 30th AVE – Railroad Corridors



SW 30th AVE – Railroad Corridors

Before



55th AVE & W HBB

After



55th AVE & W HBB

12





After

SW 20th ST & Pembroke Rd



Before



W HBB & SW 32 AVE

15



After



W HBB & SW 32 AVE

Before



After



Azure Villas - 54th AVE



1730 SW 30th AVE & 3200 SW 48th AVE

Before





1730 SW 30th AVE & 3200 SW 48th AVE



Questions





AGENDA

CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - Draft

9:00 AM - Wednesday, March 15, 2023

Council Chambers –

3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:05 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL

SPECIAL MAGISTRATE: HARRY HIPLER

ASSITANT CITY ATTORNEY: BRIAN SHERMAN

CHIEF CODE COMPLIANCE OFFICER: JOSELINE RAMIREZ

TOWN CLERK ASSISTANT: SUZI REUTLINGER.

CODE CLERK: NAZLY CARDONA & WERNER CHAVEZ

4. ADOPTION OF MINUTES

- # - # 4.1. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - MAY 18 2022](#)
- # - # 4.2. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - SEPTEMBER 21 2022](#)
- # - # 4.3. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - NOVEMBER 16 2022](#)
- # - # 4.4. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING MINUTES - JANUARY 25 2023](#)

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

- Case #4794 postponed till further notice.
- Case #7450 added for an extension.
- Case #5801 postponed till further notice.
- Case #6639 postponed till further notice.
- Case #6288 postponed till further notice.
- Case #4943 added for an abatement.
- Case #5672 added for an extension.
- Case #4947 postponed till further notice.

6. PUBLIC HEARING

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

7. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 7.1. **CASE 4381** - HOLIDAY HALLANDALE MHC LLC - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 4381](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.2. **CASE 5534** - PEMBROKE CROWN III LLC - 2533 -2575 S PARK RD, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(a) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **FIRST OFFENSE** [Case Overview 5534](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Iris Wooters	90 Days to comply \$250 Per Diem \$100 Admin Fee	06/13/2023

- # - # 7.3. **CASE 5707** - XYD INVESTMENTS LLC - 2500 SW 30 AVE, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 21-19 - PROHIBITED SIGNS; 21-27(7) - TEMPORARY SIGNS - **FIRST OFFENSE** [Case Overview 5707](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	30 Days to comply \$250 Per Diem \$100 Admin Fee	04/14/2023

- # - # 7.4. **CASE 5708** - WAREHOUSE LLC - 2501 S PARK LN, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(m) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 13-2 - STORAGE OF ABANDONED PROPERTY IN THE OPEN PROHIBITED; 28-304 - SURFACE OF PARKING AREA - **FIRST OFFENSE** [Case Overview 5708](#)

Respondent or Representative	Final Order Issued	Date to Comply by

Absent	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023
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- # - # 7.5. **CASE 5772** - TRINITY BROADCASTING OF FL INC - 3300 PEMBROKE RD, LOT #122, PEMBROKE PARK, FL 33021 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b)- NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **REPEAT OFFENSE** [Case Overview 5772](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Kevin Miroba	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.6. **CASE 5807** - HOLLY RIDGE APARTMENTS LLC % ELON PROPERTY MGMT - 3215 SW 52 AVE, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) - 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 28-304 - SURFACE OF PARKING AREA - **REPEAT OFFENSE** [Case Overview 5807](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Peter Vay	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.7. **CASE 5867** - SOUTHERN REINFORCING STEEL CO INC - 1867 SW 31 AVE, PEMBROKE PARK, FL 33021 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(a)(b)- NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **FIRST OFFENSE** [Case Overview 5867](#)

Respondent or Representative	Final Order Issued	Date to Comply by
- Nelli Bulakhova - Igor Toutounin -	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.8. **CASE 6145** - TRINITY BROADCASTING OF FL INC/ROBERT ST. JEAN - 3200 PEMBROKE RD, LOT 842, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **REPEAT OFFENSE** [Case Overview 6145](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Kevin Miroba	0 Days to comply \$0 Per Diem \$100 Admin Fee	03/15/2023 Property is in compliance

- # - # 7.9. **CASE 7275** - PROPERTIES JJC LLC - 5100 SW 41 ST, UNIT 111, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 7275](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.10. **CASE 8234** - WAREHOUSE LLC - 2501 S PARK LN, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 8234](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Absent	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

- # - # 7.11. **CASE 8288** - PEMBROKE CROWN LLC - 2649 S PARK LANE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-176 - ANNUAL RENEWAL AND DELINQUENT RENEWAL PENALTIES; 21-21(7) TEMPORARY SIGNS - **REPEAT OFFENSE** [Case Overview 8288](#)

Respondent or Representative	Final Order Issued	Date to Comply by
Iris Wooters	90 Days to comply \$250 Per Diem \$100 Admin Fee	06/13/2023

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

- 8.1. **CASE 4794** - ARELY TORREZ - 113 LONE PINE LANE, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE**

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent	Postponed Till Further Notice.

- # - # 8.2. **CASE 4798** - MAGALY CAMPOS-LICEA - 111 LONE PINE LANE, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 4798](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Azul Suarez	Confirmed Fine of \$33,650.00.

- # - # 8.3. **CASE 7157** - HALLANDALE RETAIL LLC - 2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(k)(m)(n) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 7157](#)

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent	Confirmed Fine of \$28,600.00.

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

- 9.1. **CASE 4947** - 967 SW 5 ST LLC - 5100 SW 41 ST, UNIT 309, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **FIRST OFFENSE**

Respondent or Representative	Order of Abatement Issued
Absent	Postponed Till Further Notice.

- # - # 9.2. **CASE 5020** - PIERRE-LOUIS,ALEX - 5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES 28-313 - PARKING OR STORAGE OF WATERCRAFT, WATERCRAFT TRAILERS, AND GOLF CARTS - **FIRST OFFENSE** [Case Overview 5020](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Alex Pierre-Louis	Fine Abated to \$1,200.00 Payable in 60 Days or reverts to \$18,900.00	05/14/2023

- # - # 9.3. **CASE 5437** - AMITA DEVELOPMENT LLC - 2350 SW 30 AVE, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 21-19 - PROHIBITED SIGNS - **FIRST OFFENSE** [Case Overview 5437](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$3,350.00 Payable in 90 Days or reverts to \$23,100.00	06/13/2023

- # - # 9.4. **CASE 5525** - MARCOUX, ANDRE - 2511 SW 48 TER, PEMBROKE PARK, FL 33023 15-6 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 5525](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Andre Marcoux	Fine Abated to \$2,890.00 payable in 30 Days or reverts to \$28,000.00	04/14/2023

- # - # 9.5. **CASE 5604** - PHILIPPE, PIERRE & EDITH - 5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(c)(i)(h) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 12-41 - ACCUMULATIONS DEEMED PUBLIC NUISANCES; 12-48 - OUTDOOR STORAGE PROHIBITED; 13-2 - STORAGE OF ABANDONED PROPERTY IN THE OPEN PROHIBITED; 15-152 - REGISTRATION OF SYSTEM; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-24 - TAX PAYMENT REQUIRED TO ENGAGE BUSINESS - **FIRST OFFENSE** [Case Overview 5604](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Pierre Philippe	Fine Abated to \$2,685.00 payable in 30 Days or reverts to \$25,950.00	04/14/2023

- # - # 9.6. **CASE 5771** - ISRAEL FAMILY PARK ROAD 1 LLC - 2641 - 2681 S PARK RD, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 12-76 - NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-22 - TAX PAYMENT REQUIRED TO ENGAGE BUSINESS - **REPEAT OFFENSE** [Case Overview 5771](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$21,374.00 payable in 30 Days or reverts to \$141,600.00	04/14/2023

- # 9.7. **CASE 6512** - DCT/CE II LLC %PROLOGIS RE TAX - 3520 SW 20 ST, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6512](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$1,863.00 payable in 30 Days or reverts to \$11,850.00	04/14/2023

- # 9.8. **CASE 6955** - ISRAEL FAMILY PARK ROAD 1 LLC - 2641 - 2649 S PARK RD, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6955](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$3,438.00 payable in 30 Days or reverts to \$22,350.00	04/14/2023

- # 9.9. **CASE 7832** - MEDINA LAND HOLDINGS 12 LLC - 2570 S PARK RD, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(h)(k)(m) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 11-42(a) - DISPOSAL OF SOLID WASTE RESTRICTED; 12-48 - OUTDOOR STORAGE PROHIBITED - **REPEAT OFFENSE** [Case Overview 7832](#)

Respondent or Representative	Order of Abatement Issued	Date to Comply by
Absent	Fine Abated to \$3,350.00 payable in 30 Days or reverts to \$18,100.00	04/14/2023

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

- # - # 10.1. **CASE 7450** - MEASA I LLC - 3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - HEARING TO EXTEND TIME - SECTION(s) 5-103(g)(j) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 21-24(b) CONSTRUCTION MAINTENANCE AND LOCATION REQUIREMENTS - **FIRST OFFENSE** [Case Overview 7450](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by
Aaron Moscovitch	60 Days to comply \$250 Per Diem \$100 Admin Fee	05/14/2023

11. ADMINISTRATIVE CORRECTIONS

- # - # 11.1. [Administrative Corrections Case 5619](#)

Respondent or Representative	Address	Corrected Supplemental Order/Code Compliance Lien
Absent	5100 SW 41 St #108, Pembroke Park, FL	To remove the Final Order issued date and enter the Amended Final Order issued date.

12. TOWN'S MOTION TO AUTHORIZE FORECLOSURE

12.1.

No.	CASE #	NAME	NOV DATE	SITE ADDRESS	RECORDED LIEN DATE	HOMESTEAD EXCEPTION
1	4635	DEBORAH LISA VAUGHN	9/3/2019	135 STEVEN STREET, PEMBROKE PARK, FL 33009	9/14/2022	NO
2	4770	ANA SANCHEZ	12/4/2019	103 DAVID DRIVE, PEMBROKE PARK, FL 33009	9/14/2022	NO
3	4772	WANDA CRUZ	12/4/2019	105 DAVID DRIVE, PEMBROKE PARK, FL 33009	8/18/2022	NO
4	4943	HALLANDALE RETAIL LLC	11/5/2016	3000 COUNTRY CLUB LANE, PEMBROKE PARK FL 33009	5/18/2020	NO
5	5070	ISRAEL FAMILY PARK ROAD 1 LLC	5/8/2020	2649 S PARK RD, PEMBROKE PARK, FL 33009	9/13/2022	NO
6	5384	FEENEY, ROBERT & DEBORAH	10/13/2020	5501 SW 34 ST #1-2, PEMBROKE PARK, FL 33023	9/13/2022	YES
7	5479	PEMBROKE PARK CHURCH OF CHRIST OF BROWARD COUNTY INC	12/11/2020	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	9/13/2022	NO
8	5533	2400 SW 30 LLC	2/17/2021	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	9/13/2022	NO
9	5622	2400 SW 30 LLC	3/11/2021	2400 SW 30 AVE #BAY C, PEMBROKE PARK, FL 33009	9/13/2022	NO
10	5637	2400 SW 30 LLC	3/11/2021	2400 SW 30 AVE #BAY B, PEMBROKE PARK, FL 33009	9/13/2022	NO
11	5638	2400 SW 30 LLC	3/11/2021	2400 SW 30 AVE #BAY A, PEMBROKE PARK, FL 33009	9/13/2022	NO
12	5801	LUIS ROCA	5/3/2021	2402 SUSAN LANE, PEMBROKE PARK, FL 33009	9/13/2022	NO
13	6126	LAKE FOREST BAPTIST CHURCH INC	8/4/2021	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	11/7/2022	NO
14	6288	HANLEX PROPERTIES LLC	9/16/2021	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	9/23/2022	NO

15	6310	LAKE FOREST BAPTIST CHURCH INC	9/22/2021	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	11/7/2022	NO
16	6639	DUQUETTE, MARC ROCHON LYNDA ETAL	1/25/2022	112 MARINE CT #502, PEMBROKE PARK, FL 33009	9/23/2022	NO
17	6771	1730 PR LLC	3/2/2022	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	11/7/2022	NO
18	6810	WILSON,MCNEIL WILSON,ANGELA	3/9/2022	5511 SW 32 CT #1-2, PEMBROKE PARK, FL 33023	10/26/2022	NO
19	6909	1730 PR LLC	4/6/2022	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	11/7/2022	NO

- ✓ Case #4635 – Deborah Vaughn – 135 Steven St, Pembroke Park, Fl.
- ✓ Case #4772 - Wanda Cruz – 105 David Drive, Pembroke Park, Fl.
- ✓ Case #5384 – Feeney, Robert & Deborah – 5501 SW 34 St #1-2, Pembroke Park, Fl.
- ✓ Case #6810 – Mc Niel Wilson – 5511 SW 32 CT #1-2, Pembroke Park, Fl.
- Case #5801 – Absent - 2402 Susan Lane, Pembroke Park, Fl. - Postponed till further notice.
- Case #6288 – Absent – 4790 W Hallandale Beach Blvd, Pembroke Park, Fl. - Postponed till further notice.
- Case #6639 – Absent – 112 Marine Ct #502, Pembroke Park, Fl. - Postponed till further notice.

13. ADJOURNMENT:11:58 A.M.

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

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

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

AGENDA ITEM REPORT



To: Commission
Subject: Quarterly Financial Outlook
Meeting: PUBLIC NOTICE WORKSHOP COMMISSION MEETING - Apr 26 2023
Department: Finance
Staff Contact: Roy Brown, Finance & Budget Director

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

[Financial Reporting through March 31](#)



TOWN OF PEMBROKE PARK

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



Dear Honorable Mayor and Commission and Town Manager,

This report represents 50% of the year and captures financials from October 1, 2022, through March 31, 2023.

GENERAL FUND

Since October 1st, 2022, the General Fund collected \$9,750,905 in revenue; this represents 72% of projected revenue collected.

- Ad-Valorem Taxes are on target at 95%
- Other Taxes are in at an average of 58%
- Licenses and Permits are in at 47%
- Intergovernmental Revenues are in at 16%
- Charges for Services are in at 72%
- Fines and Forfeitures collections are in at 16%

Revenue Category	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% RCVD
Ad Valorem Taxes - Operating	\$ 7,638,189	\$ 7,250,920	\$ 387,269	\$ 7,841,840	95%
Sales and Use Tax	446,036	260,159	185,877	507,682	58%
Franchise Fees	941,250	602,124	339,126	943,189	64%
Utility Service Taxes	1,199,531	666,217	533,314	1,291,032	56%
Communications Services Tax	140,000	73,076	66,924	151,770	52%
License and Permits	482,400	227,189	255,211	430,849	47%
Intergovernmental	1,366,064	221,452	1,144,612	462,510	16%
Charges For Services	445,500	319,182	126,318	581,250	72%
Fines and Forfeitures	833,305	130,586	702,719	910,186	16%
Miscellaneous & Other	136,480	-	136,480	106,480	0%
Total Revenues	\$ 13,628,755	\$ 9,750,905	\$ 3,877,850	\$ 13,226,789	72%

General Fund expenditures come in at \$6,658,466 which represents 49% of budgeted expenses. Expenditures are on target relative to where we normally are this time of year. Currently, revenues are over expenditures by \$3,092,439.

- The Mayor and Commission used 25% of its budget. Savings are primarily due to vacant commission positions for half the year and retirement not yet paid.
- Administration expenses are at 44%.
- Finance expenses are at 46%.
- Legal expenses are significantly above 50%. Expenses are high due to the payout for the previous Town Attorney.

Prepared by Budget and Finance Director – Roy Brown

Page 2 of 5



TOWN OF PEMBROKE PARK

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



- Planning expenses are only 34% due to the vacant planner position.
- Police expenses are at 62% due to the purchase of vehicles and capital equipment.
- Roads & Streets used 54% of its planned expenses.
- Code Compliance is at 51%, primarily due to vacant code compliance positions.
- Parks & Recreation is at 78%. This high usage percentage is primarily due to the completion of the lighting preserve project.

Expense Categories	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% RCVD
Expenditures:					
Mayor & Commission	514,976	129,015	(385,961)	365,372	25%
Administration	950,332	422,293	(528,039)	924,803	44%
Finance	457,609	212,542	(245,067)	486,173	46%
Legal	424,523	275,035	(149,488)	435,063	65%
Planning	284,556	96,608	(187,948)	226,915	34%
Information Technology	442,421	191,571	(250,850)	391,782	43%
Non-Departmental	1,938,712	481,938	(1,456,774)	835,840	25%
Police	3,441,976	2,140,621	(1,301,355)	3,781,588	62%
Fire	3,847,980	1,923,990	(1,923,990)	3,847,980	50%
Roads & Streets	572,632	311,417	(261,215)	559,119	54%
Code Compliance	313,729	129,410	(184,319)	243,101	41%
Parks & Recreation	439,308	344,025	(95,283)	537,068	78%
Total Expenditures	13,628,755	6,658,466	6,970,289	12,634,804	49%

Year-end projections show that revenue for the General Fund will exceed expenditures by approximately \$600,000.

BUILDING FUND

The Building Fund to date has collected 57% of projected revenue for a total of \$500,351. Of the amount collected so far, 97% is primarily due to licenses and permits. Most of the Building Fund revenue comes in as Building Permits. End-of-year revenue projections show that the revenue collected will ultimately exceed the budgeted amount.

Revenue Categories	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% RCVD
Revenues:					
License and Permits	845,154	486,577	358,577	923,292	58%
Charges For Services	39,400	9,346	30,054	31,605	24%
Other	-	4,429	(4,429)	4,429	0%
Total Revenues	884,554	500,351	1,384,905	959,326	57%

Building Fund expenditures are at \$365,366, or 41%.

Prepared by Budget and Finance Director – Roy Brown

Page 3 of 5



TOWN OF PEMBROKE PARK

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



Expense Categories	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% USED
Expenditures:					
Personnel Services	547,338	240,902	306,436	491,193	44%
Operating Services	316,688	124,941	191,747	315,524	39%
Capital Outlay	20,528	(478)	21,006	50,000	-2%
Total Expenditures	884,554	365,366	519,188	856,716	41%

Year-end projections show that Building expenses will be exhausted, however, revenues are thriving and will be \$102,610 more than expenditures by the end of the year.

SEWER FUND

Through the first six-months of the Fiscal Year, the Sewer Fund collected \$1,402,933, or 49% of projected revenue. Charges for services are direct user fees paid by consumers and this revenue source represents 99% of revenue collected to date.

Revenue Category	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% RCVD
Revenues					
Charges For Services	2,825,000	1,392,336	1,432,664	2,843,593	49%
Other	42,000	10,597	31,403	42,000	25%
Total Revenues	2,867,000	1,402,933	1,464,067	2,885,593	49%

Sewer expenses through March 31, 2023, come in at \$1,327,846 or 46%. Personnel services expenses are at 32%, operating at 44%, and capital expenses are at 76%. Major Sewer expenses through half the year include the Sewer Master Plan (\$195,000) and various critical repairs (\$309,000).

Expenditure Categories	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% USED
Expense Categories					
Personnel Services	408,566	129,898	278,668	261,101	32%
Operating Services	2,108,434	930,260	1,178,174	2,249,200	44%
Capital Services	350,000	267,688	82,312	295,048	76%
Total Expenditures	2,867,000	1,327,846	1,539,154	2,805,349	46%

Year-End projections for the Sewer Fund show that revenues will exceed expenditures by \$80,244. This is primarily due to salary savings.

STORMWATER FUND

The Stormwater Fund collected \$694,483 in revenue through the first six months of the Fiscal Year. Much of this revenue came from charges for services. Revenue projections for the end of the year are projected to come in at \$1.7 million.

Prepared by Budget and Finance Director – Roy Brown

Page 4 of 5



TOWN OF PEMBROKE PARK

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



Revenue Category	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% RCVD
Revenues					
Intergovernmental	987,906	-	987,906	-	0%
Charges For Services	1,435,135	682,733	752,402	1,612,353	48%
Other	118,000	12,110	105,891	118,000	10%
Total Revenues	2,541,041	694,843	1,846,198	1,730,353	27%

Stormwater expenses are at 11% or \$276,739. Stormwater end of year expenses are projected to be at \$1.3 million. Salary benefits, engineering services, and unfinished projects all contribute to the low expense rate for Stormwater.

Expenditure Category	2023 Budget	2023 Actuals	Balance	Year-End Estimate	% USED
Expense Categories					
Personnel Services	254,374	104,146	150,228	247,359	41%
Operating Services	1,054,323	94,468	959,855	414,698	9%
Capital Outlay	1,232,344	78,125	1,154,219	684,000	6%
Total Expenditures	2,541,041	276,739	2,264,302	1,346,057	11%

Ultimately, based on this year's actual spending, revenue collected to-date, and the thorough year-end estimate process, the Town is in good financial standing for Fiscal Year 2023. Additional updates will come at the end of the third quarter.

Budget and Finance Director,

Roy D. Brown

Roy D. Brown

Prepared by Budget and Finance Director – Roy Brown

Page 5 of 5

AGENDA ITEM REPORT



To:

Subject: Human Resources Report

Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023

Department:

Staff Contact: Babette Friedman, HR Director

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Pending
Pending

AGENDA ITEM REPORT



To:

Subject: Additional Licenses for the Police department.

Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023

Department: Police Department

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

We have to add more Licenses.

FINANCIAL IMPACT:

This is a prorated amount to match up with our existing software \$4,177.00

RECOMMENDATION:

Purchase upgrade.

ATTACHMENTS:

[Invoice 210604937 2023-04-04](#)

Roy Brown, Finance & Budget
Director

Town Attorney, Town Attorney
JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Apr 05 2023

Approved - Apr 05 2023

Approved - Apr 05 2023

Approved - Apr 06 2023



CyberTech Analytics

INVOICE

CyberTech Analytics
3251 Riverland Rd
Fort Lauderdale, FL, Florida 33312
United States

954-451-4740
www.CyberTechAnalytics.com

BILL TO

Town of Pembroke Park, FL
Mark Pakula
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

954-966-4600
mpakula@tppfl.gov

Invoice Number: 210604937

Invoice Date: April 4, 2023

Payment Due: April 4, 2023

Amount Due (USD): \$4,177.00

Products	Quantity	Price	Amount
Bitdefender GravityZone 20 additional licenses, add on, prorated 18 months	1	\$2,591.50	\$2,591.50
Bitdefender Full Disk Encryption (Add on) 20 additional licenses, add on, prorated 18 months	1	\$582.00	\$582.00
Bitdefender GravityZone Patch Management Add-on 20 additional licenses, add on, prorated 18 months	1	\$1,003.50	\$1,003.50

Total: \$4,177.00

Amount Due (USD): \$4,177.00

Notes / Terms

This is for 20 additional add on licenses. 18 months remaining prorated.

AGENDA ITEM REPORT



To:

Subject: Renew Sonicwall Licenses

Meeting: WORKSHOP COMMISSION MEETING - Apr 26 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Renewal is a budgeted Item.

FINANCIAL IMPACT:

Total for one year renewal \$ 6,808.68

RECOMMENDATION:

Approve Renewal

ATTACHMENTS:

[Sales Quotation - 408248](#)



QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: **408248**
Date: 04/07/2023

Billing Address

Town of Pembroke Park, FL
3150 SW 52nd Ave.

Pembroke Park FL 33023
USA

Shipping Address

Town of Pembroke Park, FL
3150 SW 52nd Ave.

Pembroke Park FL 33023
USA

Customer ID: **85625942**
Customer Ref. No.:

Salesperson: **Nick Gregory**
Shipping Method: **Electronic Fulfillment (Email)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
*** S/N: 2CB8ED1F7600 Town of Pembroke Park - 3150 Southwest 52nd S/N: CC000001BA8C Capture Client Tenant - Town of Pembroke Park ***				
SonicWALL 1-Year AGSS Renewal for NSA 4650				
1	01-SSC-3493	ADVANCED GATEWAY SECURITY SUITE BUNDLE FOR NSA 4650 1YR	\$ 3,813.48	\$3,813.48
SonicWALL 1-Year Capture Client Advanced Renewal (80 Users) Consisting of:				
80	02-SSC-1523	SONICWALL CAPTURE CLIENT ADVANCED 50 - 99 ENDPOINTS 1YR	\$ 37.44	\$2,995.20
Subtotal				6,808.68

Advanced Gateway Security Suite (AGSS) - Includes Capture Advanced Threat Protection, Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention, Application Firewall Service, Content Filtering Premium Services, and 24x7 Support with firmware.

Quotation Valid Until: **05/07/23**

To securely submit payment for this quote via credit card, please visit:

<https://blueally.com/SecurePayment/SecurePayment/408248/85625942>

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <https://www.BlueAlly.com/returns>.

For approval please contact the sales representative listed on this invoice.

* All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.

* All sales have a 30 day return period unless noted otherwise.

* No cash refunds.

* Non-defective items returned subject to 15% restocking fee.

* Warranties void if labels removed or tampered with.

* Returns must include all original packaging and include all accessories & documentation.

* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

Page 1 of 2

Page 2 of 3



QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: **408248**
Date: 04/07/2023

Billing Address

Town of Pembroke Park, FL
3150 SW 52nd Ave.

Pembroke Park FL 33023
USA

Shipping Address

Town of Pembroke Park, FL
3150 SW 52nd Ave.

Pembroke Park FL 33023
USA

Customer ID: **85625942**
Customer Ref. No.:

Salesperson: **Nick Gregory**
Shipping Method: **Electronic Fulfillment (Email)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
Quotation Subtotal				\$ 6,808.68
Total Tax				\$ 0.00
Quotation Total				\$ 6,808.68

Quotation Valid Until: **05/07/23**

To securely submit payment for this quote via credit card, please visit:

<https://blueally.com/SecurePayment/SecurePayment/408248/85625942>

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <https://www.BlueAlly.com/returns>.

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* Returns must include all original packaging and include all accessories & documentation.

* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

Page 2 of 2

Page 3 of 3

AGENDA ITEM REPORT



To:

Subject: New Camera System for the Preserve and Behan Park.

Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Both Behan Park and the Preserve camera systems have to be replaced.

FINANCIAL IMPACT:

The total cost for this project is \$ 37,100.65. I am asking not to exceed \$ 39,000.00.

Mounting \$ 2,660.00

Boarding \$ 7,680.00

Internet \$ 2,970.00

Cameras for both Parks are \$ 21,988.48

Hardware \$ 1,802.17

RECOMMENDATION:

Approve new system.

ATTACHMENTS:

[broward tax new](#)

[Hollywood tax new](#)

[License](#)

[PEPPM 2023 Executed Agreement \(2\)](#)

[Quotation #0225973941 - TPP INSIGHT](#)

[Town of Pembroke Park new camers in at parks ATELICOM](#)

[Town of Pembroke Park Quote 18448 Preserve Rev2 EMPIRE](#)

[PEPPM Addendum 49 States.docx \(1\)](#)

[Town of Pembroke Park Quote 18449 Behan Rev2 EMPIRE](#)

[TownOfPembrokeParkParksAndRecreationsDeptCameraWiring RE TRENCHING](#)

[TPP ENS to 300M EDI SOA COMCAST](#)

Roy Brown, Finance & Budget
Director

Status:

Approved - Apr 10 2023

Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: ATS RENTAL SOLUTIONS CO
Business Name: RUSSELL THOMAS ELECTRIC CONTRACTING INC

Receipt #: 181-2782
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTR)

Owner Name: RUSSELL W ROBINSON
Business Location: 5655 DAWSON ST
HOLLYWOOD
Business Phone: 954-894-2900

Business Opened: 04/24/1987
State/County/Cert/Reg: EC0001317
Exemption Code:

Rooms Seats Employees Machines Professionals
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

Mailing Address:

RUSSELL THOMAS ELECTRIC CONTRACTING
5655 DAWSON ST
HOLLYWOOD, FL 33023-1905

Receipt #02B-21-00002740
Paid 07/01/2022 30.00

2022 - 2023



**CITY OF HOLLYWOOD
TREASURY SERVICES DIVISION
LOCAL BUSINESS TAX**

**RUSSELL-THOMAS ELECTRICAL CONT
5655 DAWSON ST
HOLLYWOOD, FL 33023**

Please contact us with any changes or corrections to your information.

CUSTOMER SERVICE: Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at businesstax@hollywoodfl.org or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. DO NOT PAY.

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

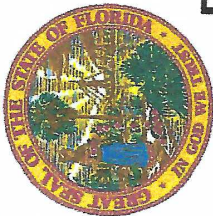


**CITY OF
Hollywood
FLORIDA**

2022/2023 LOCAL BUSINESS TAX RECEIPT

**Business Name: RUSSELL-THOMAS ELECTRICAL CONT
DBA:
Business Location: 5655 DAWSON ST
Business Category: SERVICE/LICENSED BUSINESS
Classification: Contractor/Electrical
Tax Basis: 5 - 25 WORKERS**

**Account Registration #: B9009010-2023
Expiration Date: 9/30/2023
Tax Rate: \$316.00**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ROBINSON, RUSSELL W

RUSSELL-THOMAS ELECTRICAL CONTRACTING INC/DBA RWR
5655 DAWSON STREET
HOLLYWOOD FL 33023

LICENSE NUMBER: EC0001317

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

PEPPM 2023 Product Line Bid

AWARDED VENDOR AGREEMENT (“Agreement”)

BETWEEN

Central Susquehanna Intermediate Unit, Milton, Pennsylvania (“Agency”)

AND

Verkada, Inc.

(Bidder’s legal name referred to throughout this Agreement as "Awarded Vendor")

For Product Line:

Verkada

Cloud-based video surveillance systems

Manufacturer/Publisher Name

Product Line Description (as per PEPPM Product Line Bid List)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Awarded Vendor and Agency (the “Effective Date”).

Whereas, Agency issued a Request for Bids for PEPPM 2023 Product Line Bid (“RFB”), which RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, Awarded Vendor submitted a Bid in response to the Agency’s RFB for the above referenced Product Line;

Whereas, the Agency notified Awarded Vendor that it was the lowest responsive and responsible bidder for the above-referenced Product Line; and

Whereas, Awarded Vendor executes this Awarded Vendor Agreement to memorialize its acceptance of the terms and conditions of the Contract (as hereinafter defined).

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Awarded Vendor agrees to furnish products and services for the above-referenced Product Line in accordance with the Contract.

2. Awarded Vendor’s legal address is

405 E 4th Ave.

San Mateo, CA 94401

Agency's address is

90 Lawton Lane
Milton, PA 17847

3. The Contract shall commence on January 1, 2023 and end on December 31, 2025. Agency and Awarded Vendor may extend the term of the Contract as set forth in the PEPPM Terms and Conditions.
4. Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all LEAs in Pennsylvania that are authorized to purchase the products included in the Awarded Vendor's bid.
5. To the extent that the Awarded Vendor agreed to extend its bid prices to LEAs in states other than Pennsylvania, and/or to other Eligible Entities in Pennsylvania or other states, then Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all such other LEAs and Eligible Entities that are authorized to purchase the products included in the Awarded Vendor's bid as set forth in Awarded Vendor's bid.
6. Awarded Vendor agrees to remit the Transaction Fee to the eCommerce Consultant in accordance with the terms and conditions set forth in the Contract.
7. Unless the context otherwise requires, capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings specified in the RFB or other Contract Documents.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

CSIU use only:

**CENTRAL SUSQUEHANNA
INTERMEDIATE UNIT**

Amy Pfleegor

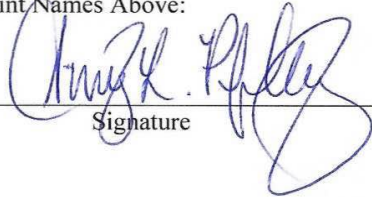
Witness

By

John Kurelja

CSIU Executive Director

Print Names Above:

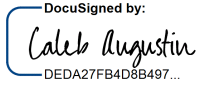

Signature


Signature

Date: 11/17/2022

Date: 11/17/2022

[signatures continued on following page]

Vendor Name (if corporation)	<u>Verkada, Inc.</u>
<u>Corporate Secretary (or designee)</u>	By <u>Caleb Augustin</u> Corporate President (or designee)
<u>Designee Title (If not Corporate Secretary)</u>	<u>Director, Channel Sales</u> Designee Title (If not Corporate President)
Print Names Above:	
<u>Signature</u>	 Signature
(CORPORATE SEAL)	
Date: _____	Date: <u>9/13/2022</u>

Vendor Name (if unincorporated)	_____
<u>Witness</u>	By <u>Owner (or designee)</u>
<u>Title</u>	<u>Designee Title (If not Owner)</u>
Print Names Above:	
<u>Signature</u>	<u>Signature</u>
Date: _____	Date: _____



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [0225973941](#)
Document Date : 16-FEB-2023
PO Number :
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB ORIGIN
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
USW-24-POE	Ubiquiti UniFi Switch USW-24-POE - Switch - managed - 24 x 10/100/1000 (16 PoE+) + 2 x Gigabit SFP - desktop, rack-mountable - PoE++ (95 W) OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	428.36	856.72
BR1500G	APC Back-UPS Pro 1500 - UPS - AC 120 V - 865 Watt - 1500 VA - output connectors: 10 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	3	315.15	945.45
Product Subtotal				1,802.17
TAX				0.00
Total				1,802.17

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Atelecom, Inc.

Quote
Date: 3-7-2023

FOR:

☐ Sales
☒ Service
☐ Other:

☐ Repairs
☒ Install

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	AMOUNT
Behan Park		
cat 6 Plenum cable runs	2	
including poles to mount cameras	2	
The Preserve Park		
Installing camera with exsiting cable on lighth polls	4	
cat 6 Plenum cable	3	
customer will provide bucket truck		
12 - Month Warranty - Parts & Labor		
Additional Information: any Additional cable runs =		
SUBTOTAL	\$	2,660.00
SALES TAX		7.00%
TOTAL	\$	2,660.00

PAYMENT TYPE:	☐ Sales	☐ Credit Card	☐ Net 30	☐ Check	☐ Cash	☐ Other Specify:
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By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelecom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelecom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelecom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____ Date: _____

Technician's Name: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



Empire Computing and Consulting Inc
 120 N Frederick Ave
 Daytona Beach, FL 32114
 386-253-6506 Fax: 386-253-6508

Quote #:	18448
Quote Date:	2/16/2023
Page:	1
Customer #:	845

Quoted To:

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

Valid Through: 3/18/2023

Phone: 954-966-4600		Cust PO:	Terms:		
Reference: ToPP PPPreserve		Ship Via: Ground	Salesperson: GLORIAB		
Stock Code	Description	Quantity	Price	Extended	
CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1.00	2,699.25	2,699.25	
ACC-POE-60W	Verkada 60w POE++ Power Injector	1.00	125.99	125.99	
ACC-MNT-2	Arm Mount	1.00	71.20	71.20	
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20	
LIC-CH52-5Y	5-Year CH52 Multisensor Camera License	1.00	2,159.20	2,159.20	
CB61-30TE-HW	B61-TE Outdoor Bullet Camera, 30 Days	1.00	1,519.20	1,519.20	
LIC-5Y	5 Year Camera License	1.00	639.20	639.20	
CD62-30E-HW	CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	1.00	1,359.20	1,359.20	
ACC-MNT-2	Arm Mount	1.00	71.20	71.20	
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20	
LIC-5Y	5 Year Camera License	1.00	639.20	639.20	

PEPPM Contract 2023 Verkada (attached)

SubTotal:	9,394.04
Tax:	0.00
Shipping:	0.00
Total:	9,394.04

PEPPM Cooperative Purchasing (PEPPM) Addendum to the Reseller Partner Agreement

This PEPPM Cooperative Purchasing (PEPPM) Addendum ("**PEPPM Addendum**") to the Reseller Partner Agreement previously executed between the parties ("**Agreement**") is effective as of the date last signed below and supplements the terms of the Agreement. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement and/or the PEPPM Terms and Conditions (as set forth below).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. **PEPPM & Verkada Agreement.** Pursuant to the PEPPM 2023 Product Line Bid Awarded Vendor Agreement between Central Susquehanna Intermediate Unit, Milton, Pennsylvania and Verkada (533902-155) ("**PEPPM Verkada Agreement**"), for the period starting January 1, 2023 until December 31, 2025, Verkada, Inc became an awarded vendor for its product line and executed the Awarded Vendor Agreement.
2. **PEPPM Terms and Conditions.** Pursuant to the PEPPM Verkada Agreement, all sales of Verkada products to an Eligible Entity (as defined in the PEPPM Terms and Conditions), including by Partner are subject to the PEPPM Terms and Conditions (referred to in this PEPPM Addendum as "Exhibit A")
3. **Partner Obligations.**
 - a. To sell to Eligible Entities under this PEPPM Addendum, Partner (also referred to as "**Authorized Reseller**" as defined in the PEPPM Terms and Conditions) must sign the PEPPM Program Reseller Account Profile Form (see Exhibit B) and agree to PEPPM Terms and Conditions attached in this PEPPM Addendum (see Exhibit A). By signing this PEPPM Addendum, below, Partner agrees to complete and sign the Profile Form and be bound by the PEPPM Terms and Conditions.
 - b. Orders between Partner and an Eligible Entity will name the Eligible Entity, Partner, Verkada and list "As per PEPPM 533902-155" on all quotes and purchase orders.
 - c. Partner will maintain all records with respect to Orders under this Addendum including all: quotes; invoices; pricing information; and payments.
 - d. Subsequent to Partner closing a transaction with an Eligible Entity, Partner will deliver to Verkada a copy of Partner's purchase order (or other similar ordering document) and all supporting Records within 10 days of Verkada's written request (email sufficient).
 - e. The PEPPM Agreement requires a 1.75% Transaction Fee, to the Agency for all purchases by Eligible Entities made through the PEPPM Verkada Agreement. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order. As between the parties, Partner will cover the Transaction Fees. Partner will be responsible for remitting any such Transaction fees to PEPPM on a calendar quarterly basis for sales to Eligible Entities by Partner.
 - f. Partner will not charge any Eligible Entity, as a separate line item or otherwise, a fee to cover a PEPPM Transaction Fee.

- g. Partner shall comply with any laws, whether local, state, federal or otherwise, applicable to it in its provision of the products or ancillary services to be provided under the Contract, including Prevailing Wage Rates as outlined in Section VIII.17 PEPPM Terms and Conditions. It shall be the Partners's responsibility to determine the applicability and requirements of any such laws and abide by them.
4. **Pricing & Payments.**
- a. **PEPPM Pricing.** All pricing for Partner Opportunities and subsequent Orders under this PEPPM Addendum are determined by Verkada's standard price list set forth in the Partner Portal but will also be subject to the PEPPM minimum discount of 12% and Ancillary Service Rate available at https://www.peppm.org/contracts/item-search/?selected_facets=supplier_offer_id:783457.
- b. **Payment Terms.** Unless authorized by an Eligible Entity in writing, all payment terms for PEPPM Addendum Orders will be Net 30.
- c. **Termination & Pro-Rata Refund.** Notwithstanding the procurement standards of the Uniform Guidance or EDGAR, including the right of an Eligible Entity using federal funds in excess of \$10,000 for purchase to terminate its agreement with Verkada for any reason, in such event Partner agrees that it will not be entitled to a refund of fees previously paid to Verkada that are allocated to the remaining license term at the time of such termination.
5. **Shipping.** Shipping charges for all Orders under this PEPPM Addendum will be billed to Partner in accordance with Section 5.1 of the Agreement. Pursuant to the PEPPM Terms and Conditions such charges may not be billed to the Eligible Entity.
6. **Other Terms Unaffected.** All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Partner: _____	Verkada Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A: PEPPM Terms and Conditions



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2023 Product Line Bid – Pennsylvania

Electronic Bid # 533902

Bid Due Date: Tuesday, September 20, 2022, 3:00 p.m. Eastern Time

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, seeks sealed, competitive bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2023 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 533902.

I.3 Organization of Terms and Conditions

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authority and Eligible Buying Agencies](#)
- IV [PEPPM Fees](#)
- V [Bidder Qualifications](#)
- VI [Product Specifications](#)
- VII [Ordering Procedures and Requirements](#)
- VIII [Pricing Specifications](#)
- IX [Bid Procedures and Directions](#)
- X [Bid Evaluation and Award Process](#)

XI [Uniform Guidance Requirements](#) XII [Post-Award Requirements](#)
XIII [Other Terms and Conditions](#)

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment, and supplies, whether tangible or intangible, for which bids are requested.

I.5 Bidding Agency

Central Susquehanna Intermediate Unit (CSIU), #16
90 Lawton Lane
Milton, Pennsylvania
17847 Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing Contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3:00 p.m. Eastern Time, Tuesday, September 20, 2022 (the “Bid Due Date”).

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 3:00 p.m. Eastern Time, Tuesday, September 20, 2022 (the “Bid Opening Date”), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847; however, in the event of an emergency, or, in the Agency’s discretion, in the interest of public health and safety, and as permitted by applicable law, the Agency may instead broadcast the opening of bids via teleconference or video conference.

I.9 Prebid Meetings

A prebid meeting will be held for this RFB on Wednesday, August 10, 2022, at 10:30 a.m. Eastern Time by way of a Zoom online conference. Register at www.PEPPM.org/bids to get login credentials.

I.10 Other Important Dates

- Requests for Equivalents Due Date August 12, 2022

- Response for Equivalents Amendment August 22, 2022
- Consideration of Exceptions Due Date August 12, 2022
- Response to Exceptions Amendment August 22, 2022
- Submission of Questions Due Date September 13, 2022
- Tentative Board Award Date October 19, 2022
- Tentative Agency Contract Signing October 20, 2022
- Contract Start Date January 1, 2023

I.11 Advertising and Legal Notice of the Request for Bids

The Agency's minimum legal advertising requirements are met with legal notices in two newspapers of general circulation in the area where the Agency is located, such as, the *Harrisburg Patriot News*, the *Sunbury Daily Item*, and the *Milton Standard Journal*. To encourage wider Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States. The Agency's E-rate notification requirements are also met by posting the E-rate FCC Form 470 including this RFB and any addenda that may be issued.

I.12 Contract Term

The initial term of the awarded Contracts shall begin on January 1, 2023, and continue until December 31, 2025, unless terminated, canceled, or extended.

II Bid Document Definitions and Interpretations [\[Return to Top\]](#)

II.1 Captions

The captions appearing at the beginning of each Section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

Each provision of law and any clause required by any federal, state, or local law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

II.5 Christian Doctrine

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order, as applicable, whether or not physically included.

II.6 Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of "Agency"

"Agency" shall mean the Central Susquehanna Intermediate Unit (CSIU).

II.8 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

II.9 Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor.

II.10 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

II.11 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

II.12 Definition of "Clarification"

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not allow the Bidder to revise or modify its bid, except if correction of the minor irregularity, informality, or apparent clerical mistakes results in a revision.

II.13 Definitions of "Contract Documents," "Contract," and "Purchase Order"

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet, the Bidder's pricing spreadsheet, the

Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued before the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g., adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such Purchase Order in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the Purchase Order or PEPPM Mini-Bid Contract, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order." "Purchase Order" may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

II.14 Definition of "Cooperative Procurement Code"

The term "Cooperative Procurement Code" shall have the meaning outlined in [Section III.2](#) of these Terms and Conditions.

II.15 Definition of "Effective Date"

The "Effective Date" of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of "Eligible Entity"

"Eligible Entity" means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of "Eligible Entities" [starting here](#). Notwithstanding the foregoing, "Eligible Entity" means any "public procurement unit" or "external procurement activity" as those terms are defined in the Cooperative Procurement Code.

II.17 Definition of "eCommerce Consultant"

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant [may change](#) during the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term “eCommerce Merchant Agreement” is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of “Non-Responsive”

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of “PEPPM”

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technologyrelated Products administered by the Agency.

II.23 Definition of “Product” or “Products”

The terms “Product” and “Products,” means any items, goods, supplies, equipment, or ancillary services thereto.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.

II.25 Definition of “Responsive Bid”

A responsive bid is a bid, which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

II.27 Definition of “Transaction Fee”

“Transaction Fee” is that fee paid, in USD, by an Awarded Vendor to the Agency on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM Contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

II.28 Definition of “Sales Reconciliation Report”

"Sales Reconciliation Report" is that report submitted twice yearly by Awarded Vendors and Awarded Resellers to the Agency on the official PEPPM template provided.

III Legal Authority and Eligible Buying Agencies [\[Return to Top\]](#)

III.1 Agency History

The Agency is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. The Agency is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§ 9-901-A et. seq. Its principal place of business is in the Borough of Milton, Northumberland County, Pennsylvania, and has a mailing address of 90 Lawton Lane, Milton, PA 17847. The Pennsylvania Legislature created intermediate units under Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to public school districts. There are 29 intermediate units, each serving an assigned number of local school districts. Intermediate units began operation on July 1, 1971.

Intermediate units are governed by boards of directors whose membership comes from representatives from their local school districts' boards of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, and contracting for specialized services, and consolidating and letting combined bids for bulk purchases. However, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments, and individuals.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Agency.

The Agency primarily solicits bids for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with the Pennsylvania Department of Education and electronic Letters of Agency provided by each Eligible Entity before release of this RFB.

The PEPPM cooperative purchasing program is operated by Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. §§ 1901 et. seq., as the same may be amended from time to time (the "Cooperative Procurement Code") and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, and other

organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, tax-exempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies, services, and construction.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

III.3 Local Educational Agencies (LEAs)

“Local Educational Agencies (LEAs)” means the following tax-exempt, nonprofit institutions and organizations (each an “LEA” and collectively “LEAs”):

- Public school districts
- Area Vocational Technical Schools (AVTS units)
- Intermediate units
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as “LEAs” under applicable law.

At a minimum, an Awarded Vendor must serve LEAs in Pennsylvania. At its option as designated on its State Selection Form, an Awarded Vendor may choose to serve LEAs in other states.

III.4 Other Eligible Organizations

“Eligible Organizations” means the following institutions and organizations whether residing inside or outside of the Commonwealth of Pennsylvania, *subject to the Awarded Vendor’s approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts

- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for

Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in Pennsylvania, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania that wish to participate.

In addition to Pennsylvania LEAs, the Agency will make its Contracts available to other Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor will extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than Pennsylvania

Bidders must define their intention whether to sell to LEAs in states in addition to Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's [bid submission instructions](#) and submission of a State Selection Form. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM Contract under the Cooperative Procurement Code

- It is bound by the Terms and Conditions of the PEPPM Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments because of said Eligible Entity's purchases, it being the intent that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a PEPPM Contract or entry into a Purchase Order with an Awarded Vendor, bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any laws, whether local, state, federal or otherwise, applicable to it in its provision of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of Pennsylvania may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like PEPPM's. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the statespecific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned, or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant in accordance with the process set forth [elsewhere](#) in these Terms and Conditions.

III.11 Agency's Interest in a Contract Resulting from This RFB

NOTWITHSTANDING ITS OWN CONSUMPTION, TO THE EXTENT AGENCY ISSUES THIS REQUEST FOR BIDS AND ANY RESULTING CONTRACTS FOR THE USE OF ELIGIBLE ENTITIES, AGENCY'S INTERESTS AND LIABILITY FOR SAID USE OF THE CONTRACTS BY ELIGIBLE ENTITIES SHALL BE LIMITED TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT AND SHALL NOT EXTEND TO THE PRODUCTS, ANCILLARY SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED FROM IT.

IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND RESULTING AGREEMENTS AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM OR ENTER INTO THE AGREEMENTS ABSENT SUCH LIMITATIONS.

III.12 New Laws; Change to Existing Laws

If a new law, rule, or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination for Products ordered and received, if any.

IV PEPPM Fees [\[Return to Top\]](#)

IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment in the amount of \$100 USD from each Bidder for each Product Line it bids to partially cover the cost of receiving and evaluating bids.

IV.2 PEPPM Bid Award Fee

Following the award of bids by the Agency's Board of Directors, the Agency will charge a successful Bidder who becomes an Awarded Vendor \$300 USD as a bid award fee for each Product Line category awarded.

IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds, with payment being made in United State Dollars. No paper checks or cryptocurrency will be accepted. Bid evaluation fees will be collected at the time of bid opening. The Agency will collect bid award fees after board approval of Contract awards. The Bidders must provide payment information at the time of bid submission, or else their bids may be deemed non-responsive.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a Transaction Fee, in USD, to the Agency for all purchases by Eligible Entities made through the awarded Contracts. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Agency

Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees within thirty (30) days of an order may result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

IV.5 Fees Related to CMAS Conversions

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Any vendor using this Contract to obtain a separate CMAS contract must provide a quarterly report to PEPPM detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the PEPPM Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IV.6 Fees Related to Subscriptions, Ongoing Contracts, Services, and Maintenance

In many instances, an Eligible Entity issuing Purchase Order under a PEPPM Contract may consent to a related ongoing service, a maintenance plan, data storage, subscription, renewal, change order, voice plan, upgrade, or similar conveyance. In practice these purchases may be covered by a blanket Purchase Order and billed in installments. Sometimes they are covered by agreements that cross fiscal years.

These ongoing serial procurements, change orders, and subscriptions are subject to bid protection when the Eligible Agency establishes an original nexus to the PEPPM Contract. As such, these purchases are also subject to the Transaction Fee described in Section IV.4.

IV.7 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or responding to this Request for Bids.

V Bidder Qualifications [\[Return to Top\]](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the

non-collusion question in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion regarding bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be

treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its Contracts or if another government agency debar it. All notices must be in writing and received by the Agency within fifteen (15) days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

V.6 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the amount of such commission, percentage, brokerage, or contingent fee.

V.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of Products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the "Sole Source of Responsibility," an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a Contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell any contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all Terms and Conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller's behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor's proposed Authorized Reseller based on such Authorized Reseller's unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller's unsatisfactory performance or behavior under the PEPPM Contract, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with any applicable PEPPM Mini-Bid process.

V.9 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

V.10 Historically Underutilized Businesses (HUBs)

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

V.11 Insurance

The Awarded Vendor must purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity at least \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor must purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workers' Compensation Act, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable
- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity,

including directors, officers, partners, managers, key employees and owners of more than a five percent interest

- “Financial interest” means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
- “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the

Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e., Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e., Sections V.12 through V.23).

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e., Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that before any termination action under this Section, vendor shall be provided with written notice of the violation and thirty (30) days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, and adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance, are available from them to the Awarded Vendor and/or any of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor violated the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity, or appropriate departments of state government.

- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order and all money due or to become due under the Purchase Order may be forfeited for violating the Terms and Conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service and payment of fees.

VI Product Specifications [\[Return to Top\]](#)

VI.1 Product Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at www.PEPPM.org/bids.

VI.2 New Products Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under three conditions:

- The price of the Product is further discounted below the PEPPM bid price
 - The Eligible Entity has full knowledge of length of time the Product was in service .
- A warranty policy is described

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and applies to the new Products
- Substitute or replacement Products are equal to or superior to the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who represents they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor if the letter needs to be verified

VI.9 Alternative Evidence of Supply

If a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

All Products offered and sold shall be free from all liens.

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state, and local licenses, certifications, bonds, and permits applicable and required for operations in Pennsylvania and in all other states in which Awarded Vendor does business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discreet responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have about compatibility and compliance with up-to-date operating systems, and federal safety and communications guidelines.

VI.13 Onsite Warranty Service

Bidders offering personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment needing such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" Products or "customer replaceable parts" are excluded from this requirement.

VI.14 Direct Relationships with Providers for Services Other Than Onsite Warranty Services

For Bidders offering personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or

franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a

discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are cautioned to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in when evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity—just the rate. If an Awarded Vendor has offered ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the

Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM-discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids—one for projects not subject to the payment of prevailing wages, and one for projects subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a ‘multi-award contract,’ LEAs must conduct a mini-bid procurement (a “PEPPM Mini-Bid”) prior to signing a contract (the “PEPPM Mini-Bid Contract”) and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover email. The LEA will conduct a mini-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent Purchase Orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.
- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document

memorializing the LEA's acceptance of the proposal. Acceptance may be contingent on the LEA's receipt of E-rate funding approval.

- Vendors awarded PEPPM Mini-Bid Contracts must extend such Contracts beyond the expiration of the PEPPM Product Line Contract for LEAs to use their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate Program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

VI.18 Equivalent Product Lines

E-rate rules require that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent products and services. Agency has established the following procedures to ensure that all E-rate eligible equivalent products and services will be included in the procurement in addition to the specific manufacturers Product Lines named in this Request for Bids:

Potential Bidders may request additional E-rate eligible equivalent branded Product Lines to be added to this RFB.

Requests to add an equivalent Product Line or groups of products or services must be submitted in writing to Agency by the [Equivalents Due Date](#) and must include at a minimum:

- The name of the branded Product Line that is proposed to be added, along with a complete description of the Product Line to be added, performance and test data, and other information necessary for an evaluation.
- A detailed comparison of the significant qualities of the proposed new Product Line with those named in the Request for Bids. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- A representative list of E-rate eligible LEAs that have purchased the proposed Product Line Products. If no such LEAs exist because the proposed Product Line is so new, an explanation of such must be provided in lieu of the LEA list.

A proposed equivalent Product Line will not be considered unless all of the outlined requirements have been met and determined satisfactory by the Agency. Failure of the potential Bidder to supply the requested information may result in non-approval of any proposed new Product Line.

If the Agency approves the addition of an equivalent Product Line, the notice of approval and addition will be set forth in an addendum. The bid response deadline may be extended to meet any federal or state competitive bidding requirements.

Bidders shall not rely upon approvals in any other manner. Any addenda will be posted on the electronic bid form, at www.PEPPM.org/bids and uploaded with the E-rate Form 470 posting. It is the Bidder's responsibility to check the websites to see if additional branded Product Lines have been added. Agency shall not be required to consider any request to add a branded Product Line received by Agency after the Equivalents Due Date.

This Section does not apply to Products which are not E-rate eligible, and the Agency is under no obligation to review requests to add new Product Lines which are not E-rate eligible.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with Act 159 of October 4, 1984, the law known as the Worker and Community Right-to-Know Act, and any regulations pursuant to 4 Pa. Code § 301.1 et. Seq. and any similar act in other states where they sell Products under the PEPPM program. The Act focuses on labeling of hazardous materials and chemicals, labeling, and material safety data sheets.

VI.20 Export Restrictions and Statement of Assurance

PEPPM Contracts involve Products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations ("EAR") and all other applicable U.S. export control laws and regulations.

Each Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable

U.S. export control laws and regulations, as amended from time to time, including, but not limited to,

§ 736 (General Prohibitions), § 742 (Control Policy), § 744 (End-user and End-use Based), § 746 (Embargoes and Other Special Controls), and § 774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Each Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export the Products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct Product thereof in violation of applicable U.S. export control laws and regulations.

Each Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's Products, technology, or software if they know that they will be used:
 - In the design, development, production, or use of missiles in or by a country listed in Country

Group D:4 ○ In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3

○ In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR § 740); and

- Export or re-export of Awarded Vendor's technology, software, source codes, or direct Products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§ 740 of the EAR) or written authorization from the U.S. Government.

The provisions of this Section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical

Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

VII Ordering Procedures and Requirements [\[Return to Top\]](#)

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below

- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords, and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epylon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users with relevant buyer profiles
- Make line items searchable by keyword, Stock Keeping Unit (SKU), Product Line, or category

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

VII.5 Submission of Purchase Orders

Unless instructed differently, Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

Posted Ordering Instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary “[electronic signature](#)” required by law.

VII.7 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

VII.8 Awarded Vendor Is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order executed by the Eligible Entity. This is the “Effective Date.”

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order before the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally direct the shipment of any Product(s) or the commencement of any work under the Purchase Order before the Effective Date.

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the PEPPM Contract’s expiration date if the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract’s expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped under the delivery

time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the “Bill To” address on the Purchase Order promptly after the Product(s) are delivered. For hardware “delivery” shall be the date the hardware arrives on Eligible Entity’s premises. For software, “delivery” shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity’s use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within thirty (30) days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity’s use.

The Awarded Vendor agrees that the Eligible Entity may deduct any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any fees related to this payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include any such tax. Exemption certificates, if required, will be furnished on forms provided by the Eligible Entity. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have registered with or been recognized by the Internal Revenue Service to make tax-exempt purchases.

VII.14 Delivery

All Products ordered shall be delivered FOB Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit simultaneously.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor learning the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from date of delivery. Products not rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right to procure a corresponding quantity of such equivalent Products, and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual price the Eligible Entity paid to the alternative vendor.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, the Awarded Vendor shall either keep the Products in good working order or Awarded Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered before receipt of the Products by the Eligible Entity. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VIII Pricing Specifications [\[Return to Top\]](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the Discount-from-List method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the Markup-over-Cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer SKU
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage Discount or Markup

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by Discount-from-List, a Bidder would enter a negative percentage (e.g., -10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding Markup-over-Cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab, and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the Section titled "Requested Product Lines." Bidders may download this form as often as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

Using software, the first phase of the evaluation process identifies a manufacturer SKU number, after stripping away hyphens, spaces, and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being deemed non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may provide for bundles that include third-party Products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer.

However, all Products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party Products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party Products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party Product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party Products must represent a greater value than the thirdparty Products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders may not bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding Markup-over-Cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a Discount-from-List must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if

requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a

quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary by the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid-price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder- designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid, or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision

- Within seven (7) days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Prevailing Wage Rates

To the extent applicable to a Pennsylvania Eligible Entity, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding \$25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 et seq., and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations, and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the Act, definition of maintenance work and Prevailing Wage Rates may be requested from the Pennsylvania Department of Labor and Industry—(800) 932-0665 or (717) 787-4763). To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [\[Return to Top\]](#)

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following Sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

Prebid meetings, if any, will be held at times and locations described [here](#). Bidders interested in participating must register at www.PEPPM.org/bids to reserve a spot. The session will provide a highlevel view of contracting policies for Bidders and an overview of procedures for filling out the bid forms.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4:00 p.m. Eastern Time on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that Customer Service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer service will not answer policy questions about the bid or its Terms and Conditions.

It is the Bidder's responsibility to check the FAQs list on www.PEPPM.org/bids and External Notes on the electronic bid form before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the [Exceptions Due Date](#) to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within ten (10) days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the [Bid Due Date](#). Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are four major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form

- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

IX.9 Marketing Plan

Agency requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan must be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough before the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that using his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final before a Bidder clicking the Submit button and sending it to the Agency. If a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page, and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for ninety (90) days after the [Bid Due Date](#).

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after the board awards the Contract at a public meeting.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative

- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in Pennsylvania. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than Pennsylvania, and to Eligible Organizations in Pennsylvania and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection

Form, indicating—in addition to Pennsylvania LEAs—which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\[Return to Top\]](#)

X.1 Qualification for Evaluation

Following Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids recommended for award do not become formal Contracts until the Agency's Board of Directors makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are non-responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in "Clarification." Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- ☐ The bid was received on time
- ☐ Banking information for the processing of bids and award fees was present, and funds were properly processed
- ☐ Bid Terms and Conditions were accepted
- ☐ Reference forms for the Bidder were attached from at least three agencies

- ☐ A marketing plan was described in the Question Section of the electronic bid form

Factors related to any Product Line category being bid:

- ☐ Products offered were for the Products specified
- ☐ A signed Awarded Vendor Agreement was attached for each Product Line being bid
- ☐ A returned goods policy for each Product Line was attached
- ☐ A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- ☐ A dated, proof-of-supply document was attached for each Product Line or the Bidder gave evidence it was the manufacturer of the Product Line being bid
- ☐ A State Selection Form was attached alongside any Product Line being bid
- ☐ Quote sheets for each Product Line indicated pricing formulas and a price basis
- ☐ All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- ☐ Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so effective prices could be compared to those of competing Bidders
- ☐ The Bidder attached an Ancillary Services Form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- ☐ Provided evidence of a permanent place of business
- ☐ Is not insolvent or involved in bankruptcy
- ☐ Has no known overdue tax liabilities
- ☐ Owes no overdue PEPPM Transaction Fees
- ☐ Certifies it has not colluded in submitting its bid or developing pricing
- ☐ Is not under suspension or debarment or is otherwise lawfully precluded from participating in any public-sector procurement activity

- ☐ Maintains sales representatives or a sales network of resellers, as described on the bid form
- ☐ Has provided positive references from buying agencies or has past PEPPM experience
- ☐ Has given evidence of previous sales in the public sector
- ☐ Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- ☐ Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing of common SKUs from competing, responsive and responsible Bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning Bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Guidance Requirements [\[Return to Top\]](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR § 200 (sometimes referred to as the "Uniform Guidance," "UG" or new "EDGAR"), and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as "ESSER I" or "ESSER II" funds). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds. Eligible Entity must advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the

Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract more than \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR § 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or Contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction Contracts/purchases more than \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Awarded Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "AntiKickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity Contracts or purchases more than \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Awarded Vendor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity's federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Contract Act

Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 12511387), as amended—Contracts and sub-grants of amounts more than

\$150,000 must contain a provision that requires the non-federal award to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)–A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235),

“Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XI.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)–Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

XI.11 Procurement of Recovered Materials

For Eligible Entity’s purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the

EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds more than \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR § 200.324(b). When the Eligible Entity makes a reasonable determination that such information is required by law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

XI.13 Bonding Requirements

Pursuant to 2 CFR § 326, the Agency requires applicable bid security, performance, and payment bonds on construction projects. As such, for construction or facility improvement Contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$250,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI.14 Not-To-Exceed Price

If requested by the Eligible Entity, on any Contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 CFR § 200.318(j).

XI.15 Contracting with Historically Under-Utilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

XI.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by "or equal," an alternate or comparable Product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable Product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate Product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification. Note: Where a Product equivalent is being offered for an E-rate Product, [Section VI.18](#) shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days before the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all

substitutions. The Eligible Entity reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 Preference for American Made Materials

Awarded Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, Products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

XI.18 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or Contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and Contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action more than \$250,000, including Contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis to comply with law.

XII Post-Award Requirements [Return to Top](#)

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of an underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve at least \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM Contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a Markup-over-Cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a "valid-through" date for posting or certify every five weeks by email that its prices are current.

XII.6 Semi-Annual Reconciliation Reports

Awarded Vendors and their Authorized Resellers must submit a Sales Reconciliation Report to PEPPM twice a year, once for the period January through June, and the second for the period July through December. Reports are due July 30 and January 31, respectively, or on the following business day when the due date falls on a weekend or designated holiday.

Sales Reconciliation Reports based on an official PEPPM template must detail any PEPPM-related sales not covered on monthly invoices. Awarded Vendors who have been granted permission for selfreporting are not subject to the requirement.

XII.7 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that may be posted on PEPPM.org.

XII.8 Leasing Information

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements comply with Agency's state statutes and State Department of Education policies, rules, and regulations, and any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will comply with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor changes their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid-discounted-pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity interested in such an arrangement. Each Eligible Entity should seek its own legal advice before entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the lender only, and Agency will not be involved in any way.

XII.9 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review are required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out marketing plans as specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.10 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, unless required by federal E-rate Lowest Corresponding Price rules.

XII.11 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to

PEPPM to ensure compliance with its Contract with the Agency. Before approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's sole discretion.

XII.12 Training of the Sales Force and Authorized Resellers

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

XII.13 Contract Extension

Agency reserves the right to extend any bid award beyond the [Contract Term](#), for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

The Agency reserves the right to offer month-by-month extensions until a new Contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

Agency requires a Contract extension fee of \$200 USD for a one-year extension per Product Line. The Contract extension fee may be prorated by Agency for any extensions less than one year.

XIII Other Terms and Conditions [\[Return to Top\]](#)

XIII.1 Entire Agreement

The Contract will represent the complete Agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete Agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) or Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified

- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof
- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment during the term of the Contract
- The Awarded Vendor or Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.3 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery

- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order · Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical with the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

If an Eligible Entity has an administrative dispute resolution process mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.5 Force Majeure

Neither party to the Contract or a Purchase Order will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the Force Majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, the Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- Termination for Cause: The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.

Non-Appropriation: If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g.,

Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free from all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.7 Termination of Contract

In addition to the other rights of termination expressly set forth in this RFB, the Agency shall have the right to terminate the Contract, in whole or in part, without penalty, for Agency's convenience upon thirty (30) days written notice to the Awarded Vendor, and upon receipt of said notice, the parties shall have no further obligations to each other (except for those obligations that expressly survive the termination of this Contract).

At any time, the Agency reserves the right to review the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date • Step 3: Issue letter to cancel Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

If termination of the Awarded Vendor Contract by Agency occurs, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

XIII.8 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration, warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.9 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnities") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnities incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to

continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.11 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity under all Purchase Orders shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity — subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.

XIII.12 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website, more particularly, the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania. Claimants waive any objections to the forum of Pennsylvania for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the Agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.13 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.14 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more

than two (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 Binding Nature and Survival

The Contract and each Purchase Order shall bind and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.16 eCommerce Consultant Contract Termination

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to use the new eCommerce Consultant and eCommerce system to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors (and their Authorized Resellers) will need to execute new eCommerce Merchant Agreements and Nondisclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have twenty (20) workdays after receipt of the new agreements to sign and return the agreements to continue their Agency Contracts and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least ten (10) days prior written notice. If an Authorized Reseller does not sign and return the agreements within the 20-day time period, such Authorized Reseller will no longer be an Authorized Reseller under the Agency Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If Agency establishes a contract with another eCommerce Consultant or develops its own ecommerce system for publishing Contract information, receiving and processing orders and collecting Transaction Fees, Agency reserves the right to collect the original Transaction Fee.

XIII.17 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation (©2022, CSIU & Epylon).

[END]

Exhibit B: PEPPM Program Reseller Account Profile Form



PEPPM Program Reseller Account Profile Form

NOTE – As a reseller for a PEPPM contract, you are responsible for adhering to the PEPPM contract terms and conditions. This includes the 1.75% transaction fee unless the Awarded Vendor has agreed to pay it. Awarded vendors are responsible for explaining the terms and conditions of the contract to their resellers.

Company Information	
Company Name	
Address1	
Address2	
City	
State/Province	
Zip Code	
Company Phone	
Company Fax	
Federal Tax ID Number	
Dun & Bradstreet # (DUNS)	
Company Website Address	
Company Description	
Awarded vendor(s) designating your company as an authorized reseller	

Contract Administrator or Main Business Contact

This contact should understand the PEPPM Program and Epylon's role. This contact will be the recipient for quarterly sales reports and Program updates. This contact will have an Epylon account and will be able to add new users (such as a backup user) and make Account Profile Updates.

First and Last Name	
Job Title	
Phone Number	
Fax Number	
Email Address	
Address1	
Address2	
City	
State/Province	
Zip Code	

Epylon Account Access - Purchase Orders

This individual will have ~~no~~ ^{access to} receive PEPPM orders. This individual will be able to add new users (such as ~~a~~ ^{users}) and make Account Profile Updates.

First and Last Name	
Job Title	
Phone Number	
Fax Number (for PO notifications)	
Email Address (for PO notifications)	
Address1	
Address2	
City	
State/Province	
Zip Code	
Invoices – Accounts Payable Contact	
This individual will receive PEPPM invoices for transaction fees based on sales processed through PEPPM contracts.	
First and Last Name	

Job Title	
Phone Number	
Fax Number	
Email Address	
Address1	
Address2	
City	
State/Province	
Zip Code	
To receive Transaction Invoices by email rather than by mail, circle "Yes"	Do you prefer emailed invoices? Yes No

Please note that by signing below, you are indicating that as an Authorized Reseller, you are required to adhere to all of the terms and conditions of the PEPPM contract including the 1.75% transaction fees unless the Awarded Vendor has agreed to pay them for you.

Reseller Authorized Signature _____

Date _____

Instructions: Reseller Account Profile

Form

This form will be used to establish your company's PEPPM Program account. The following information describes how to use this form.

Required Fields All fields are required.

Have you filled out a form like this before? To be added as a reseller to another contract, a awardee may ask you to fill out this form. Simply indicate your company name and note "existing account" on the form.

Due Date Submit this form to be activated.

Send the completed form as an email attachment:
Subject: PEPPM Reseller Account Profile
Email: send_to_here@epylon.co

Ongoing Updates This form defines the key contact points between your company and the PEPPM Program. Please ensure this information is accurate at all times in your account!

Online Update Step-by-Step To review your information or to make updates, you must have an Epsilon account. As indicated on the form, we establish an account for both the contact and the Purchase Order (Epsilon) User when we create your account. Those individuals can create additional user accounts.

1. Go to www.epylon.com and click **Login**
2. Enter your username and password and click **Go**

3. Click the **Account** tab
a. If you do not have this tab, see the user in your company who established your

user account. You need to be a "Super Administrator" role to view and update Account information.

EXAMPLE

4. Click the **Account** option.

5. Review the company, main contact and invoicing/AP contact. Make any necessary updates and click the **Update** button at the bottom of the form.

6. To add/remove users, click the **Users** option under the Accounts tab.

a. To add a new user click **Add New User**

b. To remove a user, click on their name and select **Inactive** for their status. Then, click the **Update** button at the bottom of that form.

Epsilon For more information and instructions on using Epsilon,
eCommerce please refer to the Epsilon eCommerce Guide.

Help If you have questions about this form, contact
Customer Service for assistance.

88-211-7

service.e-psilon.com



Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	18449
Quote Date:	2/16/2023
Page:	1
Customer #:	845

Quoted To:

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

Valid Through: 3/18/2023

Phone: 954-966-4600		Cust PO:	Terms:		
Reference: ToPP Behan		Ship Via: Ground	Salesperson: GLORIAB		
Stock Code	Description	Quantity	Price	Extended	
CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1.00	2,879.20	2,879.20	
LIC-CH52-5Y	5-Year CH52 Multisensor Camera License	1.00	2,159.20	2,159.20	
ACC-POE-60W	Verkada 60w POE++ Power Injector	1.00	125.99	125.99	
ACC-MNT-2	Arm Mount	1.00	71.20	71.20	
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20	
ACC-MNT-9	Pole Mount, 2nd Generation	1.00	167.20	167.20	
CB61-30TE-HW	B61-TE Outdoor Bullet Camera, 30 Days	1.00	1,519.20	1,519.20	
ACC-MNT-9	Pole Mount, 2nd Generation	1.00	167.00	167.00	
LIC-5Y	5 Year Camera License	1.00	639.20	639.20	

PEPPM Contract 2023 (attached)

SubTotal:	7,783.39
Tax:	0.00
Shipping:	0.00
Total:	7,783.39

RWR
RUSSELL W. ROBINSON ELECTRIC
5655 DAWSON STREET
HOLLYWOOD, FL 33023
(954) 894-2900
FAX: (954) 894-2990
License: EC-0001317

PROPOSAL

TO: Town of Pembroke Park
3115 SW 52 Ave
Pembroke Park, Fl 33023
Attn: Mark Pakula

DATE: March 14th, 2023

We hereby propose to furnish all labor and material necessary to provide electrical installation in accordance with the following:

PROJECT: Parks and Recreation Dept. Camera Wiring

SCOPE:

1. Bore a new 1" conduit from the corner of the building to the 1st camera pole. Install low voltage hand hole at the base of the pole.
2. Bore a new 1" conduit from the 1st camera pole to the 2nd camera pole.
3. Run conduit up each pole 12ft and install a PVC junction box.
4. Run new conduit up the outside of the wall on the building. Drill through the wall and run a conduit to the west end of the building inside.
5. Install 8 - category 6 cables in new conduit and leave 4 cables at each camera pole locations.
6. Terminate cables with RJ-45 connections at each end.
7. Provide electrical riser diagram for permitting.
8. Pull electrical permit.
9. Meet electrical inspector for final inspection.
10. Exclusions:
 - A. Permit fee.
 - B. Signed and sealed drawings.

PRICE: \$ 7,680.00

Payable upon the following terms: 50% Deposit
50% Upon Completion

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge.

Town of Pembroke Park - continued
Proposal - Parks and Recreation Dept. Camera Wiring

The above price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. Issuing funds or purchase order for commencement of project indicates acceptance of proposal as outlined above. Russell-Thomas Electric, Inc. will not be held responsible for any other existing conditions not covered under this proposal. All patching and painting of surfaces necessary for electrical installation to be by others.

This proposal void if not accepted in writing within 10 days after this date: March 14th, 2023

Accepted: _____

RWR - Russell W. Robinson Electric

By: _____

Date: _____

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-23443585

Account Name: Town of Pembroke Park

CUSTOMER INFORMATION (for notices)

Primary Contact: Mark Pakula
Title: _____
Address 1: 3150 SW 52nd AVE
Address 2: _____
City: Pembroke Park
State: FL
Zip: 33023
Phone: 9547014345
Cell: _____
Fax: _____
Email: mpakula@tppl.gov

Billing Account Name: Town of Pembroke Park
Billing Name (3rd Party Accounts): _____
Billing Contact: Christian Noel
Title: _____
Phone: 9549664600
Cell: _____
Fax: _____
Email: Cnoel@tppl.gov

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

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 33

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$756.00
Current Trunk Services Monthly Recurring Charges: \$0.00
Total Current Monthly Recurring Charges (all Services): \$756.00

Change Monthly Recurring Charges: \$594.00
Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$594.00

Total Monthly Recurring Charges: \$1,350.00
Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$1,350.00

SUMMARY OF STANDARD INSTALLATION FEES*

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

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

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

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

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

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

GENERAL COMMENTS

AGREEMENT

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

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

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

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

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

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature: _____	Signature: _____	Sales Rep: Jorge Hernandez	
Name: _____	Name: _____	Sales Rep E-Mail: Jorge_Hernandez@comcast.com	
Title: _____	Title: _____	Region: Florida	
Date: _____	Date: _____	Division: Central	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Date: MSA ID#: SO ID#: Short Description of Service: Service Term:

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time	
001	Change	Remove	Ethernet Network Interface - 10 / 100	Port	Pembroke Park Preserve / 3115 SW 25th ST	-	Interstate	1	(\$54.00)	\$0.00	
002	Change	Remove	ENS - Priority Network Bandwidth	50 Mbps	Pembroke Park Preserve / 3115 SW 25th ST	-	Interstate	1	(\$324.00)	\$0.00	
003	Change	Remove	Ethernet Network Interface - 10 / 100	Port	Park 2 / 2901 SW 25th ST	-	Interstate	1	(\$54.00)	\$0.00	
004	Change	Remove	ENS - Priority Network Bandwidth	50 Mbps	Park 2 / 2901 SW 25th ST	-	Interstate	1	(\$324.00)	\$0.00	
005	Change	Add	EDI - Network Interface - Gig E	Port	Pembroke Park Preserve / 3115 SW 25th ST	-	Interstate	1	\$0.00	\$0.00	
006	Change	Add	EDI - Bandwidth	300 Mbps	Pembroke Park Preserve / 3115 SW 25th ST	-	Interstate	1	\$675.00	\$0.00	
007	Change	Add	EDI - Network Interface - Gig E	Port	Park 2 / 2901 SW 25th ST	-	Interstate	1	\$0.00	\$0.00	
008	Change	Add	EDI - Bandwidth	300 Mbps	Park 2 / 2901 SW 25th ST	-	Interstate	1	\$675.00	\$0.00	
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00	
* Services Location Details attached Charges are Exclusive of Equipment Fees									PAGE 2 SUBTOTAL:	\$594.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: **Town of Pembroke Park**

Date: **1/23/2023**

MSA ID#: **FI-4736723-dkeen**

SO ID#: **FI-4736723-dkeen-23443585**

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	-	-			-	-			\$0.00	\$0.00
053	-	-			-	-			\$0.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	-	-			-	-			\$0.00	\$0.00
056	-	-			-	-			\$0.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	-	-			-	-			\$0.00	\$0.00
059	-	-			-	-			\$0.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	-	-			-	-			\$0.00	\$0.00
062	-	-			-	-			\$0.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	-	-			-	-			\$0.00	\$0.00
065	-	-			-	-			\$0.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	-	-			-	-			\$0.00	\$0.00
068	-	-			-	-			\$0.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	-	-			-	-			\$0.00	\$0.00
071	-	-			-	-			\$0.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	-	-			-	-			\$0.00	\$0.00
074	-	-			-	-			\$0.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	-	-			-	-			\$0.00	\$0.00
077	-	-			-	-			\$0.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	-	-			-	-			\$0.00	\$0.00
080	-	-			-	-			\$0.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	-	-			-	-			\$0.00	\$0.00
083	-	-			-	-			\$0.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	-	-			-	-			\$0.00	\$0.00
086	-	-			-	-			\$0.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	-	-			-	-			\$0.00	\$0.00
089	-	-			-	-			\$0.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	-	-			-	-			\$0.00	\$0.00
098	-	-			-	-			\$0.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	-	-			-	-			\$0.00	\$0.00
101	-	-			-	-			\$0.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees									PAGE 3 SUBTOTAL:	\$0.00
										\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Town of Pembroke Park

Date: 1/23/2023

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-23443585

PAGE 4 of 7

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



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/23/2023 MSA ID#: FI-4736723-dkeen SO ID#: FI-4736723-dkeen-23443585 Account Name: Town of Pembroke Park

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Pembroke Park Preserve	3115 SW 52nd AVE		Pembroke Park	FL	33023	\$0.00				
2	Park 2	2901 SW 25th ST		Pembroke Park	FL	33009	\$0.00				
3											
4											
5											
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10											
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/23/2023

MSA ID#:

FL-4736723-dkeen

SO ID#:

FL-4736723-dkeen-23443585

Account Name:

Town of Pembroke Park

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
40											
41											
42											
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45											
46											
47											
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80											



COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 1/23/2023

MSA ID#: FI-4736723-dkeen

SO ID#: FI-4736723-dkeen-23443585

Account Name: Town of Pembroke Park

Service Term: 33 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AGENDA ITEM REPORT



To:

Subject: March Police Report of Activities

Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

0

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

[Copy of March 2023 stats](#)

Roy Brown, Finance & Budget
Director

Town Attorney, Town Attorney
JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Apr 18 2023

Approved - Apr 19 2023

Pending

None

CFS - Calls Resulting in Dispatch

March 2023

Incident Type Information	Signal	Breakdown	Total
			10
Burglary		Vehicle	2
		Residential	0
		Commercial	0
		Attempt	0
Accidents		Rollover	1
		With Injuries	6
		Regular	31
		Hit and Run	11
		Total	49
Domestic Violence			9
Stolen Vehicle			1
Stolen Vehicle Recovered		Recovered	3
Stolen Tag			2
Vandalism			2
Traffic Stop			176
		Citations Issued	237
		Warnings	17
Parking Complaints			15
Larceny			11
Missing Person			0
Alarm Calls			44
Arrests		Misdemeanor	20
		Felony	7
Total Arrests			27
Reports			140
Total Calls for service			912

Mar-23		Opening to date	
Crime Type	# of Crimes	Crime Type	# of crimes
Burglary	0	Burglary	19
Auto Burglary	2	Auto Burglary	10
Auto Theft	0	Auto Theft	10
Robbery	0	Robbery	2
Agg Assault	1	Agg Assault	4

Part 1 Ucr crimes by year

	2023	2022	2021	2020	2019	2018
Murder	3		0	0	1	1
Rape	1		7	2	6	0
Robbery	0		10	11	13	23
Agg Assault	3		31	29	41	65
Burglary	13		82	66	99	128
Larceny	12		61	63	113	109
Vehicle Theft	4		41	45	50	50

David Howard

Subject: FW: Crime records
Attachments: image001.jpg; image002.jpg; CAD_2018-2022.xlsx; PPPD RMS Tables.xlsx

From: Clifford Hagan
Sent: Monday, February 13, 2023 9:30 PM
To: David Howard <dhoward@pdtppfl.gov>
Subject: Crime records

Chief Howard,

I have attached a layered PDF file for your review to assist in your crime prevention efforts.

The data is based on two years of crime locations we obtained from BSO. The layers can be turned on off and include the following data sets

1. Burglary for 2021 & 2022
2. Auto Burglary & Theft of Auto Parts.
3. Auto theft (dots) and recoveries (squares)
4. Robbery
5. Agg Assault.

Based on the data provided, there were 3892 total incidents in 2021 and 2022 (Until Sept 30) where BSO deputies generated a written report. These incidents break down as follows:

1. 126 Burglary Incidents (Residential and Commercial)
 - a. The majority of these incidents occur along Hallandale Beach Blvd and in the North / East commercial district.
2. 371 Auto Burglaries & Theft of Auto Parts. The majority of these incidents occur
 - a. Along Hallandale Beach Blvd
 - b. The North / East commercial district.
 - c. The south /West residential area
3. 321 Auto Theft and Recoveries. The majority of these incidents occur
 - a. Along Hallandale Beach Blvd
 - b. The North / East commercial district.
 - c. The south /West residential area
4. 64 Robberies
 - a. The majority of these incidents occur along Hallandale Beach Blvd

5. 106 Agg Assaults. The majority of these incidents occur
 - a. Along Hallandale Beach Blvd
 - b. The North / East commercial district.
 - c. The south /West residential area

Vehicle related crimes account for over 690 of the reported crimes over the past two years. They are strongly focused in the commercial and residential districts.

1153 of the 3892 documented incidents occurred along Hallandale Beach Blvd.

684 of the 3892 incidents occurred in the North/East Commercial District

1398 of the 3892 incidents occurred in the South/ West residential area

I have included a excel sheet with pivot tables showing the offenses in each of these three areas.

There is an excel table attached with the CAD Data as well. There were 21847 calls for service over the three year period of 2020-2022. Highest volume call locations are below. Each of these address have over 300 calls for service associated with the location.

3996 PEMBROKE RD
3201 W HALLANDALE BEACH BLVD
5100 SW 41ST ST
2920 SW 30TH AV
3990 W HALLANDALE BEACH BLVD
3300 PEMBROKE RD

There were 1776 accidents in the three years reviewed: 2020,2021,2022.

HALLANDALE EB I95 WO	85 Accidents
PEMBROKE RD / S PARK RD	62 Accidents
PEMBROKE EB I95 WO	60 Accidents
S PARK RD / PEMBROKE RD	48 Accidents
HALLANDALE WB I95 WO	44 Accidents

Looking over the high accident locations, the Pembroke and Park intersection is also on the suggested locations for the traffic red light cameras. This is a good intersection to consider.

Thank You,

Clifford Hagan

AGENDA ITEM REPORT



To:

Subject: Purchase of two vehicles for CSA program previously approved on Feb 8, 2023

Meeting: PUBLIC NOTICE WORKSHOP COMMISSION MEETING - Apr 26 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Commission approved CSA program on Feb 8, 2023. This request is specifically for the vehicles for the two CSA's vehicles and stripping and in and following our procurement policy.

FINANCIAL IMPACT:

\$63,960.00

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends purchase thru the ARPA program rather than Lease

ALTERNATIVES:

N/A

ATTACHMENTS:

[Q#6994195 Ford Escape Base 4dr Front-Wheel Drive](#)

Prepared For: Town of Pembroke Park, Florida
Tallentire, Marc

Date 04/13/2023
AE/AM JG9/A0M

Unit #

Year 2023 **Make** Ford **Model** Escape

Series Base 4dr Front-Wheel Drive

Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 597381

\$ 30,540.00	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 450.00	* Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	* Other: (See Page 2)
\$ 30,539.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	<u>Est Price from Dealer Stock - CSA</u>
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Cloth Front Bucket Seats
Lic. Plate Type	Yellow City
GVWR	0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.0000%</u>
\$ 45.81	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 45.81	

\$ 45.82 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible	<u>0 / 0</u>
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\$ 95.60	Full Maintenance Program ³ Contract Miles <u>100,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>

OverMileage Charge	<u>\$ 0.0450</u> Per Mile
--------------------	---------------------------

# Tires <u>4</u>	Loaner Vehicle Not Included
------------------	-----------------------------

\$ 95.60	Additional Services SubTotal
-----------------	-------------------------------------

\$ 0.00	Sales Tax <u>7.0000%</u>
---------	--------------------------

State FL

\$ 141.42	Total Monthly Rental Including Additional Services
------------------	---

\$ 0.40	Reduced Book Value at <u>60</u> Months
---------	--

\$ 400.00	Service Charge Due at Lease Termination
------------------	--

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park, Florida

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any/Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain

separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 39 - Estimate for CSA Unit	B	\$ 7,622.60
Total Aftermarket Equipment Billed		\$ 7,622.60
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 200.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 200.00

VEHICLE INFORMATION:

2023 Ford Escape Base 4dr Front-Wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,675	\$27,500.00
Total Options	\$2,310.00	\$2,310.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$30,480.00	\$31,305.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: VH-(0 I) Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
99N	Engine: 1.5L EcoBoost	Included	Included
CSA	Est Price from Dealer Stock - CSA	\$2,310.00	\$2,310.00
FPASS	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC 4	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_02	(0 I) Ebony w/Cloth Front Bucket Seats	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD



TOWN OF PEMBROKE PARK

Town Travel Policy

RE: <u>Travel Policy</u>	POLICY: <u>2023.04.18</u>
EFFECTIVE DATE #: <u>April 26, 2023</u>	UPDATED: _____

Attendance of Town employees, including full-time, and elected or appointed commissioners at professional meetings and training courses benefits them, the Town and, therefore, the performance of public purpose through increased awareness of technical and administrative developments through the exchange of ideas with their peers. Additionally, travel may be part of an employee's official duties.

OBJECTIVES:

To provide reasonable, systematic means by which travel for Town purposes may be approved and controlled, consistent with efficient and economical operation.

To standardize travel costs and policies for Town employees and commissioners regardless of funding source or purpose of trip.

RESPONSIBILITIES:

1. **OFFICIAL BUSINESS** – Travel on official business, whether local or overnight, must be authorized by a department head for his/her staff or the Town Manager for his/her direct staff and elected commissioners.
2. **REIMBURSEMENT**
 - a. Employees/commissioners travelling on Town business, in or out of the State, will be reimbursed for trip expenses as indicated in this regulation.
 - b. **Eligible expenses:** Employees/Commissioners traveling on Town business shall receive transportation and registration at actual cost and lodging and meals at per diem rates as provided in the following link to the Federal GSA website <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In the case that an official or employee is attending a conference or meeting on Town business, the sponsor venue rate will supersede the GSA rate. To minimize travel expenses, the attendee may stay in the hotel where the conference meeting is

taking place if, after review, it is deemed to be in the best interest of the Town to minimize travel expenses. meals will be allocated as a percentage of the per diem rate as follows: Breakfast – 15%, Lunch – 30%, and Dinner 55%.

If the registration cost includes a full meal, e.g., a standard breakfast, lunch or dinner, or the employee/official requests on the travel form the cost of a ticker to attend a formal banquet as part of the trip, then the respective portion of the per diem will be disallowed based on the percentage above. Other reasonable travel expenses, such as taxi fares, tolls, parking fees and registration fees will be reimbursed at actual cost.

- c. **Guests:** The Town is not responsible for any of the costs of a traveler's guests. All expenses related to a traveler's guests are the responsibility of the traveler.

3. PAYMENT OF TRIP EXPENSES

- a. **Advances:** The Finance Director is authorized to make advances to employees/commissioners to cover the anticipated cost of the trip. The Finance Director will make such advances only upon receipt of the approved Travel Request Form and any related direct vouchers from the Budget and Finance Department. Such advances may include the anticipated cost of subsistence and travel of any person transported in the custody of a police officer in the performance of official duties.
- b. **Actual Expenses:** Within ten (10) working days after the traveler returns, the traveler shall complete a Travel Expense Report Form which itemizes actual trip expenses. Receipts for the traveler's expenses and, if applicable, for any person transported in the traveler's custody, must be included with the form. The form is to be submitted to the Budget and Finance Department for review and the signature of the Finance Director.

If the traveler received an advance greater than the actual expenses, the traveler shall return the excess funds to the Budget and Finance Department within five (5) working days of the traveler's return. If the traveler with reasonable cause expended more than estimated in the advance, the Finance Department as part of its review will prepare and issue a reimbursement check to the traveler.

The Town does not require receipts for meals purchased with advanced per diem funds. The only time the receipt is required is when the traveler pays with the Town's credit card.

4. COMPUTATION OF TRAVEL TIME

- a. Continuous travel of twenty-four (24) hours or more away from the Town, based on calendar day of midnight to midnight; the traveler shall be reimbursed from the time the trip begins to the time the traveler returns to the Town, for expenses as provided in section 2(B).

- b. Continuous travel of less than twenty-four (24) hours which involved overnight absence from the Town: In all cases, the travel period begins when the trip begins. The traveler shall be reimbursed for any expenses provided in Section 2(B).
- c. Travel for short or day trips where the traveler is not away from the Town overnight: The traveler shall be reimbursed for any expenses as provided in section 2(B).

5. **MODE OF TRANSPORTATION –** The most economic method of transportation is recommended although consideration shall be given to the following factors:
- a. Purpose of trip
 - b. Work time to be missed by the traveler.
 - c. Number of persons making the trip
 - d. Amount of material or equipment being transported.

The department head will determine the most economical mode of transportation. In cases where the mode of transportation chosen by the traveler is not the most economical, the traveler will be responsible for payment of the difference between the mode chosen and the most economical mode.

In all cases to minimize travel expenses for the performance of a public purpose, the lowest practical common carrier rate will be used for purposes of travel and advanced reservation discounts, where applicable, will be used for reimbursement.

6. **PRIVATE VEHICLE**

Such travel, when approved, will be reimbursed by the method and the rates established on the GSA's Federal website. The employee, whether full-time, part-time, temporary, or volunteers, must provide the Budget and Finance Director with a certificate of insurance or a policy declaration page evidencing liability insurance coverage naming the Town as an additional insured. This insurance shall cover the private vehicle being used for the period it is used for travel on Town business. The minimum limits for this coverage shall be those established by the State of Florida for bodily injury and property damage.

7. **TOWN VEHICLES USED**

Often a Town vehicle will be considered the most economic mode of transportation for trips that are within the State and do not involve overnight stays. When Town vehicles are used, the traveler will contact the Finance Department to acquire a Town-issued credit card to purchase fuel while on the trip. The traveler must furnish a current copy of his/her Florida Driver's license to Finance or Human Resources for a driver's license check and clearance, prior to using a Town vehicle for travel.

Should a Town vehicle become disabled while being utilized for business travel within or outside of the Town of Pembroke Park limits, the employee shall notify the Town so that service can be provided. A towing service for Town vehicles requiring such a service outside the corporate limits of the Town of Pembroke Park shall be provided

by a private contractor procured under the direction of the Town Manager.

8. VACATION COMBINED WITH OFFICIAL TRAVEL

Travelers wishing to combine a vacation with a business or convention trip must have prior approval by the Department Head or the Town Manager if he/she reports directly to the Town Manager. Travelers traveling under such circumstances will be reimbursed at the roundtrip lowest practical common carrier rate to and from the Town-related trip location, regardless of the mode of transportation used or the actual trip destination(s). Actual expenses or per diem will be reimbursed for the actual conference period and travel time to and from conference location via common carrier. All other times will be charged as annual leave and expenses shall be borne by the traveler.

PROCEDURES

1. AUTHORIZATION TO TRAVEL

- a. At least fifteen (15) days in advance of the scheduled departure date, the traveler must fill out the Travel Request Form with estimated trip costs, attach the justification stating the performance of a public purpose, any written information or agenda related to the trip, sign the form, have his/her Department Head sign the form and submit the form to the Budget and Finance Department for review and signature from the Finance Director. If the nature of the trip is such that advance notice cannot be given, this step can be shortened or eliminated by notifying the Budget and Finance Department as soon as the travel necessity is known. The Budget and Finance Department will collaborate with staff to expedite the request.
- b. For travelers that directly report to the Town Manager or elected commissioners, the Travel Form must be signed by the Town Manager prior to final submission to the Budget and Finance department.

2. TRAVEL ARRANGEMENTS

- a. Once the trip is authorized, the Budget and Finance Department will issue any advance checks requested by the traveler (i.e., airfare, hotel, per diem, etc.) upon receipt of the approved direct voucher from the Budget and Finance Department.

3. TRAVEL EXPENSE REPORT

- a. Within ten (10) working days after the return, the traveler shall complete and sign the Travel Expense Report Form, have the Department Head countersign, and forward it to the Budget and Finance Department for review and Finance Director's signature. Receipts for lodging, registration fees, transportation and other expenses for which reimbursement is requested must be attached to the Travel Expense Report Form. **PER DIEM MEAL EXPENSES NEED NOT BE RECEIPTED.** The Budget and Finance Department may require explanation of any expenditures considered questionable and shall verify the amount of

reimbursement or amount due to the Town based on the provisions of this policy. The employee shall receive a validated copy of the report forms from the Budget and Finance Department after processing.

Juan Carlos (JC) Jimenez, Town Manager

Date



Town of Pembroke Park (TPP) Employee Travel Expense Report (E.T.E.R.)

Nature of Business _____

Name: _____ Dept.: _____ Location _____

Purpose: _____

Date (MM/DD/YY)								TOTAL
Transportation: (Town Vehicle, Private Vehicle, Rent- a-car, Airlines)								
Gasoline / Fuel (Receipts Necessary)								
Tolls (Receipts Necessary)								
Taxi/Shuttle Van								
Breakfast: @ \$10.00 per day*								
Lunch: @ \$15.00 per day*								
Dinner: @ \$25.00 per day*								
Lodging:								
Registration Cost Paid by TPP								
Parking								
Mileage @ \$.545 / Mile								
* Other Expense								
TOTAL								\$0.00

* Receipts **NOT** required if amount spent on meals is equal or less than the stated amount

Special Account or Payment Instructions:

TOTAL EXPENSE : \$0.00

Airfare Paid by TPP :

Other Deposits Paid by TPP :

* Amount Due to TPP :

Amount Due to Submitter :

* Attach check made payable to the Town of Pembroke Park

Meeting/ Meal Expenses: (To be completed when expenditure relates to more than one person)

Date	Name of Individual(s)	Title of Affiliation	Nature of Discussion	Total Expense

I acknowledge the foregoing to be true and correct.

Reviewed and Approved by:

Signature _____ Date _____

Signature _____ Date _____

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title X

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 112

PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS

[View Entire Chapter](#)

112.061 Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system. —

(1) **LEGISLATIVE INTENT.**—To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) **DEFINITIONS.**—For the purposes of this section, the following words shall have the meanings indicated:

(a) **Agency or public agency**—Any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) **Agency head or head of the agency**—The highest policymaking authority of a public agency, as herein defined.

(c) **Officer or public officer**—An individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned

by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(d) Employee or public employee—An individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(e) Authorized person—

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.

(f) Traveler—A public officer, public employee, or authorized person, when performing authorized travel.

(g) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature—The usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) Common carrier—Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) Travel day—A period of 24 hours consisting of four quarters of 6 hours each.

(j) Travel period—A period of time between the time of departure and time of return.

(k) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(l) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(m) Class C travel—Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(n) Foreign travel—Travel outside the United States.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES.—

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

- (c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.
- (d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.
- (e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.
- (f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.
- (g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.
- (h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may establish rates lower than the rate provided in this section for these travel expenses.
- (4) OFFICIAL HEADQUARTERS.—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:
- (a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.
- (b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.
- (c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual

manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

1(d) A Lieutenant Governor who permanently resides outside of Leon County, may, if he or she so requests, have an appropriate facility in his or her county designated as his or her official headquarters for purposes of this section. This official headquarters may only serve as the Lieutenant Governor's personal office. The Lieutenant Governor may not use state funds to lease space in any facility for his or her official headquarters.

1. A Lieutenant Governor for whom an official headquarters is established in his or her county of residence pursuant to this paragraph is eligible for subsistence at a rate to be established by the Governor for each day or partial day that the Lieutenant Governor is at the State Capitol to conduct official state business. In addition to the subsistence allowance, a Lieutenant Governor is eligible for reimbursement for transportation expenses as provided in subsection (7) for travel between the Lieutenant Governor's official headquarters and the State Capitol to conduct state business.

2. Payment of subsistence and reimbursement for transportation between a Lieutenant Governor's official headquarters and the State Capitol shall be made to the extent appropriated funds are available, as determined by the Governor.

3. This paragraph expires July 1, 2023.

(5) COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.
3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.—For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or
2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

1. Breakfast.....\$6
2. Lunch.....\$11
3. Dinner.....\$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.—

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.

3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.

(c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

(d)1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:

a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or

b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.

2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to

the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.

(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

(8) OTHER EXPENSES.—

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.
2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.
5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.—

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by

state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(c) The Department of Management Services may adopt rules to administer the provisions of this section which relate to the statewide travel management system.

(10) FRAUDULENT CLAIMS.—Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) TRAVEL AUTHORIZATION AND VOUCHER FORMS.—

(a) Authorization forms.—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) Voucher forms.—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the

executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) **ADVANCEMENTS.**—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) **DIRECT PAYMENT OF EXPENSES BY AGENCY.**—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) **APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS, AND METROPOLITAN PLANNING ORGANIZATIONS.**—

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;
2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;
3. The governing body of a district school board by the adoption of rules;
4. The governing body of a special district, as defined in s. 189.012, except those special districts that are subject to s. 166.021(9), by the enactment of a resolution; or
5. Any metropolitan planning organization created pursuant to s. 339.175 or any other separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. 166.021(9), remain subject to the requirements of this section.

(15) CLASS C TRAVEL.—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.

(16) STATEWIDE TRAVEL MANAGEMENT SYSTEM.—

(a) For purposes of this subsection, “statewide travel management system” means the system developed by the Department of Management Services to:

1. Collect and store information relating to public officer or employee travel information;
2. Standardize and automate agency travel management;
3. Allow for travel planning and approval, expense reporting, and reimbursement; and
4. Allow travel information queries.

(b) Each executive branch state government agency and the judicial branch must report on the statewide travel management system all public officer and employee travel information, including, but not limited to, name and position title; purpose of travel; dates and location of travel; mode of travel; confirmation from the head of the agency or designee authorization, if required; and total travel cost. Each executive branch state government agency and the judicial branch must use the statewide travel management system for purposes of travel authorization and reimbursement.

(c) Travel reports made available on the statewide travel management system may not reveal information made confidential or exempt by law.

History.—ss. 1, 3, ch. 22830, 1945; ss. 1, 2, 3, ch. 23892, 1947; ss. 1, 3, ch. 25040, 1949; ss. 1, 3, ch. 26910, 1951; s. 1, ch. 28303, 1953; s. 1, ch. 29628, 1955; s. 1, ch. 57-230; s. 1, ch. 61-183; s. 1, ch. 61-43; s. 1, ch. 63-5; s. 1, ch. 63-192; s. 1, ch. 63-122; s. 1, ch. 63-400; ss. 2, 3, ch. 67-371; ss. 1, 2, ch. 67-2206; s. 1, ch. 69-193; s. 1, ch. 69-381; ss. 12, 23, 31, 35, ch. 69-106; s. 65, ch. 71-136; s. 1, ch. 72-213; s. 1, ch. 72-217; s. 1, ch. 72-324; s. 26, ch. 72-404; s. 1, ch. 73-169; s. 1, ch. 74-15; s. 1, ch. 74-246; s. 1, ch. 74-365; ss. 1, 2, ch. 75-33; s. 1, ch. 76-166; s. 2, ch. 76-208; ss. 1, 2, ch. 76-250; s. 1, ch. 77-174; s. 1, ch. 77-231; ss. 1, 2, ch. 77-437; s. 2, ch. 78-95; s. 51, ch. 79-190; s. 1, ch. 79-205; s. 1, ch. 79-303; s. 1, ch. 79-412; ss. 1, 2, ch. 81-207; ss. 1, 2, ch. 83-307; s. 1, ch. 85-140; s. 1, ch. 87-407; s. 4, ch. 88-235; s. 12, ch. 89-291; s. 18, ch. 91-45; s. 1, ch. 94-139; s. 1403, ch. 95-147; s. 26, ch. 95-312; s. 5, ch. 96-310; s. 43, ch. 96-399; s. 23, ch. 98-136; s. 9, ch. 99-8; s. 7, ch. 99-155; s. 16, ch. 99-399; ss. 48, 53, ch. 2001-254; ss. 46, 79, ch. 2002-402; s. 2, ch. 2003-125; s. 123, ch. 2003-261; s. 49, ch. 2003-399; s. 5, ch. 2004-5; s. 32, ch. 2004-269; s. 23, ch. 2005-71; s. 12, ch. 2006-1; s. 6, ch. 2006-18; ss. 14, 53, ch. 2006-26; s. 1, ch. 2006-41; s. 3, ch. 2006-54; s. 2, ch. 2007-196; s. 6, ch. 2008-6; s. 13, ch. 2008-153; s. 2, ch. 2010-4; s. 4, ch. 2011-143; s. 58, ch. 2014-22; s. 103, ch. 2019-116; s. 6, ch. 2019-118; s. 95, ch. 2020-114; s. 56, ch. 2021-37; s. 82, ch. 2022-157.

1Note.—Section 82, ch. 2022-157, amended paragraph (4)(d) “[i]n order to implement Specific Appropriation 2599 of the 2022-2023 General Appropriations Act.”

ARTICLE XIII. - TRAVEL^[18]

Sec. 2-421. - Intent.

The intent of this article is to provide the opportunity for city employees to enhance their job related skills and capabilities by financing reasonable costs associated with professional development as well as expenses incurred in connection with official city business.

(Ord. No. 2012-01, § 2(2-409), 1-11-12)

Sec. 2-422. - Purpose.

The purpose of this article is to establish uniform rates and methods of calculations governing reimbursement of travel and related expenditures and for the proper application for cash advances and/or use of city credit/procurement cards.

(Ord. No. 2012-01, § 2(2-410), 1-11-12)

Sec. 2-423. - Applicability.

The provisions of this article shall be applicable to all individuals employed by the City of Tamarac.

(Ord. No. 2012-01, § 2(2-411), 1-11-12)

Sec. 2-424. - Definitions.

As used in this article, the following words or terms shall have the meanings indicated:

City-owned vehicle means transportation provided by a vehicle owned by the City of Tamarac in lieu of common carrier or privately-owned vehicle.

Common carrier means long-distance transportation provided by bus, train or commercial airline.
Example: from Fort Lauderdale to New York.

Communications means long distance telephone, telegraph, faxes, and internet charges incurred for business use.

Commuter service means local transportation provided by bus, limousine, taxicab, subway, or other commuter service. Example: from airport to the hotel.

Conference means a congregation (usually annually) of members of a group or association with a common purpose (e.g. similar careers or responsibilities).

Mileage allowance means the fixed rate provide by the Internal Revenue Code, as amended from time to time, per mile for use of a privately-owned vehicle.

Miscellaneous tips means gratuitous payment to individuals for services such as baggage handling and valet parking.

Official business means business performed on behalf of and/or for the benefit of the City of Tamarac by an employee or commissioner for the City of Tamarac.

Per diem means the allowance for lodging (excluding taxes), meals and related incidental expenses as set forth by the United States General Services Administration.

Privately-owned vehicle means transportation provided by the employee's personal vehicle in lieu of common carrier or city-owned vehicle.

Professional development means conferences, seminars, training courses, workshops or any organized event for the purpose of enhancing job-related skills and capabilities.

Rental car means transportation provided by a rental agency.

Seminar means an advanced course often featuring informality and discussion.

Training program means a session designed to instruct or guide an employee in the development and/or enhancement of a skill or proficiencies that have generally recognized benefits to the city.

Traveler means a public officer, public employee, or authorized person, when performing authorized travel.

Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling or words of similar nature means the usual, ordinary and incidental expenditures necessarily incurred by a traveler.

Workshop means a brief intensive educational program for a relatively small group of people that emphasizes participation in problem solving.

(Ord. No. 2012-01, § 2(2-412), 1-11-12)

Sec. 2-425. - Travel expenses.

For purposes of reimbursement, the rates and methods of calculations are subject to the following:

- (1) All travelers may be allowed reimbursement for subsistence when traveling for professional development or to conduct bona fide city business.
- (2) The traveler shall select the method of calculating reimbursement, in writing, prior to the travel. The traveler shall receive reimbursement based upon either of the

following:

- a. The per diem dollar amount authorized by the United States General Services Administration, as amended from time to time; or
- b. The amounts permitted by the United States General Services Administration, as amended from time to time, for meals plus the following expenses, if applicable: mileage allowance; rental car expense; commuter service; parking, garage and toll charges; registration fee and course materials; communications; and miscellaneous tips to be substantiated by bills paid therefore.

(Ord. No. 2012-01, § 2(2-413), 1-11-12)

Sec. 2-426. - Travel by privately-owned vehicle.

Whenever travel is by privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate provided for by the Internal Revenue Code, as amended from time to time. This reimbursement does not apply to employees receiving a monthly auto allowance or for expenditures related to the operation, maintenance, and ownership of a vehicle when privately-owned vehicles are used on public business and reimbursement is made pursuant to this section. However, for travel outside of tri-county area of Palm Beach, Broward and Miami-Dade Counties, employees who receive a monthly auto allowance may receive reimbursement as described herein so long as the travel is in connection with official city business.

(Ord. No. 2012-01, § 2(2-414), 1-11-12)

Sec. 2-427. - Non-reimbursable expenses.

Employees shall not be reimbursed from city funds for any personal items, alcoholic beverages, entertainment, or any expenses incurred by guests or members of the employee's family.

(Ord. No. 2012-01, § 2(2-415), 1-11-12)

Sec. 2-428. - Travel policy.

A travel policy shall be adopted by resolution and incorporated in the city's administrative policies in its entirety.

(Ord. No. 2012-01, § 2(2-416), 1-11-12)

Florida Attorney General Advisory Legal Opinion

Number: AGO 2003-01

Date: January 3, 2003

Subject: Municipalities, per diem and travel expenses

Mr. James C. Brady
Fort Lauderdale City Attorney
501 Northeast 8th Street
Fort Lauderdale, Florida 33304

RE: MUNICIPALITIES-OFFICERS AND EMPLOYEES-TRAVEL EXPENSES-PER
DIEM-expense accounts for municipal officers and volunteers for
per diem expenses. s. 112.061, Florida Statutes.

Dear Mr. Brady:

You have requested my opinion on substantially the following
question:

Is a municipality authorized to provide an expense account to
its city officials and to citizen volunteer members without a
limitation on the per diem rates established pursuant to section
112.061(6), Florida Statutes?

In sum:

Section 112.061(6), Florida Statutes, applies to municipalities
and controls the maximum rates of per diem and subsistence
allowance to be paid to officers, employees or others authorized
to act on behalf of the municipality. While a municipality may
legislate on the subject of per diem and subsistence allowances
for governmental travelers, the rates established by section
112.061(6), Florida Statutes, may not be exceeded.

Section 112.061, Florida Statutes, governs the per diem and
travel expenses of public officers, employees and authorized
persons in this state. The enactment of section 112.061
represents the Legislature's efforts to establish uniform

maximum rates and limitations, with certain exceptions, applicable to public officers, employees, and authorized persons whose travel expenses are paid by a public agency.[1] Municipalities are included within the scope of the act.[2]

To ensure uniformity, the statute provides that section 112.061, Florida Statutes, will prevail over any conflicting provisions in a general law to the extent of the conflict, unless the general law contains a specific exemption. However, section 112.061(1)(b)2., Florida Statutes, expressly states that "[t]he provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict." A "local law" does not refer to local codes or ordinances, but to enactments of the Legislature.[3]

Section 112.061(6), Florida Statutes, provides the rates at which travelers may be reimbursed for official travel. The statute provides:

"(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Fifty dollars per diem; or
2. If actual expenses exceed \$50, the amounts permitted in paragraph (b) for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business . . . :

1. Breakfast\$3
2. Lunch.....\$6
3. Dinner\$12"

These rates are established statutorily and apply to "[a]ll travelers."

A "traveler" for purposes of section 112.061 is defined in (2)(f) as "[a] public officer, public employee, or authorized person, when performing authorized travel." An "authorized person" is defined as:

- "1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.
2. A person who is called upon by an agency to contribute time and services as consultant or adviser.
3. A person who is a candidate for an executive or professional position." [4]

These definitions apply equally to state and local governmental travelers. [5] Citizen volunteers would appear to come within the scope of the term "authorized person" assuming their activities fit within the scope of the definition above.

The municipal home rule powers act gives broad home rule powers to municipalities. Pursuant to section 166.021(3), Florida Statutes, the legislative body of a municipality has the power to enact legislation concerning any subject upon which the state Legislature may act except:

- "(a) The subjects of annexation, merger, and exercise of extraterritorial power, which require general or special law pursuant to s. 2(c), Art. VIII of the State Constitution;
- (b) Any subject expressly prohibited by the constitution;
- (c) Any subject expressly preempted to state or county government by the constitution or by general law; and
- (d) Any subject preempted to a county pursuant to a county charter adopted under the authority of ss. 1(g), 3, and 6(e), Art. VIII of the State Constitution."

Thus, if section 112.061, Florida Statutes, were determined to constitute a preemption by the state of the subject of travel expenses and per diem, the provisions of the statute would prevail over any local legislation adopted to regulate this area.

A previous opinion of this office however, has concluded that section 112.061, Florida Statutes, does not constitute an express preemption to the state of regulation of governmental travel.[6] Rather, the statute itself provides that it establishes "uniform *maximum* rates . . . applicable to all public officers, employees, and authorized persons whose travel expenses are paid by a public agency." [7] (e.s.) Thus, while local governments may legislate on the subject of per diem and subsistence allowances for governmental travelers, the rates established by section 112.061(6) may not be exceeded.[8]

Therefore, it is my opinion that section 112.061(6), Florida Statutes, applies to municipalities and controls the maximum rates of per diem and subsistence allowance to be paid to officers, employees or others authorized to act on behalf of the municipality. While a municipality may adopt legislation implementing these maximum rates locally, it may not act in a manner inconsistent with the provisions of section 112.061(6), Florida Statutes.[9]

While this office has recently opined in Attorney General's Opinion 2002-65 that section 112.061(11), Florida Statutes, requiring the use of vouchers by state officers and employees does not impose a requirement to use state vouchers on municipalities, that opinion should not be understood to conclude that other provisions of section 112.061 do not apply to municipalities.

Sincerely,

Richard E. Doran
Attorney General

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[1] Section 112.061(1)(a), Fla. Stat.

[2] Section 112.061(2)(a), Fla. Stat., defines an "agency" or "public agency" as "[a]ny office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city,

town, village, municipality, or any other separate unit of government created pursuant to law." (e.s.)

[3] See Art. X, s. 12(g), Fla. Const.; Advisory Opinion to Governor, 22 So. 2d 398 (Fla. 1945) (ordinance of noncharter county not a "law" within the purview of s. 5[c], Art. II, State Const.); Op. Att'y Gen. Fla. 84-39 (1984) (municipal ordinance not a "law" within the meaning of s. 8, Art. I, State Const.); Op. Att'y Gen. Fla. 79-109 (1979) (governing body of charter county prohibited in absence of statutory authorization from providing by ordinance for imposition of civil penalties by agencies of county); and *Broward County v. Plantation Imports, Inc.*, 419 So. 2d 1145 (Fla. 4th DCA 1982) (holding that provisions of a county ordinance authorizing assessment of penalties by county agency was unconstitutional, and agreeing with conclusion reached in Op. Att'y Gen. Fla. 79-109 (1979).)

[4] Compare s. 112.061(11), Fla. Stat., relating to travel authorization and voucher forms which specifically applies only to "state officers and employees and authorized persons" and Op. Att'y Gen. Fla. 02-65 (2002).

[5] Section 112.061(2)(e), Fla. Stat.

[6] See Op. Att'y Gen. Fla. 74-18 (1974).

[7] Section 112.061(1)(a), Fla. Stat.

[8] A legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way. *Alsop v. Pierce*, 19 So.2d 799, 805-806 (Fla. 1944); *Dobbs v. Sea Isle Hotel*, 56 So.2d 341, 342 (Fla. 1952); *Thayer v. State*, 335 So.2d 815, 817 (Fla. 1976).

[9] Cf. Op. Att'y Gen. Fla. 92-67 (1992) (charter county required to follow provisions of section 112.061[7], Fla. Stat.)



Agenda Request

Meeting Date:	April 26,2023
Subject:	Moving ACCESS back to an administrative function of IT
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Ashira Mohammed
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	none
Policy Question(s) for Council Considerations:	Moving forward the IT department will handle and manage all aspects of the access control system for the Town and Police. This would also include the badge and id card system.
Summary:	By maintaining one central location it will simplify the process.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	Central location
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



Town of Pembroke Park Credit Card Policy

TOWN OF PEMBROKE PARK CREDIT CARD POLICY

PURPOSE

This policy establishes the basis for the Town's credit card program. The credit card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Town's credit card.

The Credit Card Program will simplify the credit process for obtaining supplies, materials, services, travel, and equipment.

This program will allow the cardholder to purchase supplies and services directly from vendors. Each credit card is issued in the name of the employee who is responsible for its use.

The card may be used to purchase non-restricted commodities in person at the vendor site, over the telephone, via fax, by mail and over the Internet.

OBJECTIVES

- To provide an efficient method of paying for supplies/services
- To reduce staff time involved in processing transactions
- To reduce the use of petty cash
- To ensure card purchases are in accordance with the Town's Procurement Manual
- To ensure that the Town bears no legal liability from inappropriate use
- To provide for disciplinary action if the credit card is misused

AUTHORIZATION

All requests for credit cards must be approved by the employee's Department Director or designee and submitted to the Finance Department in writing by completing the Certification and Receipt form.

By signing the certification form, the employee affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the Town of Pembroke Park's Procurement Manual. Employees who misuse or abuse the card will be subject to disciplinary action up to and including termination of employment.

Credit cards may be used only by the person whose name appears on the face of the card or his or her administrative assistant and may not be loaned to, or used by, any other person. The account number must not be given to any individual other than the vendor from whom the employee is making a purchase.

RESPONSIBILITIES

The following are the responsibilities of:

- A. Card holder (Employee):
 - Hold and secure credit card
 - Comply with all credit and travel policies
 - Determine availability of budgeted funds before ordering
 - Order materials and services
 - Collect and save all sales receipts/invoices
 - Identify disputed charges
 - Make sure vendor is aware of our tax exempt status
 - Notify Department Director and Purchasing Card Administrator in Finance immediately of lost, stolen, or other cards requiring termination
- B. Purchasing Card Administrator:
 - Review & reconcile transactions with cardholder
 - Assign and/or verify the appropriate accounting codes
 - Assist cardholders with disputed item
 - Obtain Department Director's signature to authorize payment
 - Attach receipts and supporting documentation each week
 - Collect cards from cardholders who end or transfer employment
 - Confirm that all charges are authorized by Department Director
 - Administer 1099 reporting
- C. Department Director or designee
 - Request credit cards for authorized employees
 - Set departmental and cardholder spending limits within established guidelines and budgets
 - Designate Department Credit Card Representative
 - Coordinate issuance and cancellation of cards
 - Provide training to all new cardholders and periodic refresher training classes, as needed
 - Participate in billing dispute resolution
 - Maintain procedures and cardholder guides/manuals
 - Conduct annual inventory/evaluation of credit cards
 - Approve requests for credit cards submitted by Department Director/Finance Director
 - Coordinate and maintain internal controls

LIMITS AND RESTRICTIONS

The credit card is for official Town business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of gift cards, tobacco products, alcohol or obtaining a cash advance is strictly prohibited.

All items paid for with the credit card must be shipped to the Town and are property of the Town.

It is the responsibility of the user department to have adequate funding available prior to making purchases.

TRAVEL RELATED CHARGES

The department traveler should submit the appropriate Travel Reimbursement Form to the Department Director or designee for approval. A copy of the completed/approved Travel Reimbursement Form must be submitted along with copies of any trip-related receipts charged to the credit card.

Per Diem should be requested on a Travel Reimbursement Form and processed through Accounts Payable.

Purchases for conference registrations/classes, airline tickets, hotels, meals and parking charges are permissible.

If a gift card is issued to card holder for a qualifying credit event, said gift card must be submitted to Finance Department Purchasing Card Administrator so that card may be applied to the next department purchase.

TAXES

Most purchases are **exempt from sales tax**. Cardholders must assure that sales tax has not been added to the receipt or request that a credit be processed. Some Internet purchases will require the cardholder to call a customer service number on the company's website in order not to have taxes placed on the order; **it is the responsibility of the cardholder to ensure that this occurs**. Purchases outside of the State of Florida and purchases with major retail companies may be excluded from this rule.

LOST OR STOLEN CARDS

If a card is lost or stolen, immediately contact the Credit Card Company Customer Service and the Purchasing Card Administrator. Verbal reports of a lost or stolen card must be confirmed by e-mail to Purchasing Card Administrator.

CREDITS/RETURNS

Merchandise returned must be credited to the Town's account to which the transaction was charged. If a cardholder receives cash payment or store credit for returned merchandise, the amount must be returned to the Finance Department to be used for future purchases. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the cardholder's account.

2/6/2018

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DISPUTES/ERRONEOUS CHARGES

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a written claim notice must be submitted to Purchasing Card Administrator within 20 days after the occurrence of loss.

SUSPENSION POLICY

The Suspension Policy is a progressive step policy, and may be put into effect if:

1. a cardholder fails to submit proper documentation to the Purchasing Card Administrator or Department Representative by the established deadlines, or
2. A cardholder misuses card privileges by making inappropriate purchases of items or services not in compliance with this Credit Card Program policy or the Town's Procurement Manual.

First Offense: The cardholder will receive a documented written warning from the Credit Card Administrator.

Second Offense: Suspension of card privileges for a period of one (1) to three (3) months. The effected credit card is to be surrendered to the Credit Card Administrator during the suspension period.

Third Offense: Permanent revocation of card privileges.

The nature of the offense could also result in termination as well as civil and/or criminal prosecution.

ANNUAL CREDIT CARD INVENTORY

An annual Credit Card Inventory will be conducted by each user department. A list of all department cardholders will be provided to user departments by the Credit Card Administrator. User departments are responsible for reviewing, approving and returning the inventory listing to a Credit Card Administrator.

RECORD KEEPING/RECEIPTS

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts or packing slips must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. It is the employee's responsibility to assure that the description on the sales receipt or packing slip is legible and clearly describes the purchase. These receipts will be used by the Department Representative to substantiate the charge on each statement.

Documentation must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts and packing slips, the following are additional examples of supporting documentation:

- Subscription or dues forms
- Conference registration forms
- Statement of vendor performed services
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with Town policy. Failure to provide certification may result in disciplinary action and the employee may be required to pay the Town for the undocumented expense. Three or more incidents of missing documentation within a year may result in the cancellation of the employee's credit card privileges.

The cardholder is responsible for submitting all documentation to their Department Representative within 10 days from purchase.

CHANGES IN AUTHORIZED USERS

It is the responsibility of the user department to contact the Purchasing Card Administrator concerning any change to an authorized cardholder's employment status such as transfer or termination. Cards must be returned in person to the Purchasing Card Administrator.



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

Policy for Food in the Workplace and Celebratory Events

Central Administration Staff and Units

Policy Statements

There are certain occasions that warrant the provision of food and meals at meetings and/or celebratory events for staff members. This policy outlines the criteria and provisional guidelines to aid departments in efficiently managing these benefits.

This policy should be managed out of the current operating budget of the department and should not have incremental budget impact. Amounts per person noted in here are the maximum; lower amounts are encouraged at the department's discretion.

Business Meals (Restaurant, Catered, and Take-out Meals)

- Business meals are meals with faculty, staff, students, donors or other external parties during which specific documented business discussions take place.
- Employees are expected to exercise fiscal responsibility when choosing restaurants.
- The below guidelines are "up-to" guidelines and are inclusive of tax and tip. The expectation is that catered and take-out meal per person pricing is typically lower than restaurant pricing:
 - Breakfast \$15 maximum per person
 - Lunch \$30 maximum per person
 - Dinner \$75 maximum per person
- NOTE: Central Administration does not allow for managers and staff to regularly take each other out for meals at Harvard's expense. These types of meals are done at the expense of the employees involved.

Internal Meetings and Celebratory Events

Central Administration Units may have different preferences for celebratory events and food in the workplace. Working within approved per person budget parameters, departments have flexibility to pursue different approaches. Please work with your local finance or administrative leader to understand the desired approaches, the available budget, and local approval processes. **General per person thresholds for the below items range from \$5-\$25 per person unless noted specifically below.**

1. Internal Meetings

- For longer meetings, please make an effort to not schedule them over a mealtime when possible.
- For longer meetings that do overlap with a mealtime:
 - If the meetings only include internal team members, please encourage a brown bag lunch.
 - For larger meetings that include participants from other groups or outside of Harvard, please first consult with your finance or administrative leader if you are considering providing food at the meeting. It should not be the norm to offer food at meetings, but there may be an exceptional reason to do so.

2. New Staff – New hires/permanent employees (not including temps, students, and contractors) may be provided with a welcome meal. The welcome meeting can be done in a number of ways but each Central Administration Unit is asked to create and implement a consistent policy across all departments. For example:



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

- New hires can be taken out for a reasonable meal with their direct managers. At the discretion of the department budget, managers may invite additional attendees whose meals will be covered.
- Departments can hold a semi-annual or annual (in office) new hire welcome breakfast/luncheon, hosted by the VP or Senior Management to welcome all new hires that have started during that period. This can be integrated into the on-boarding program.

3. Celebratory Events – Central Administration Units may spend modest pre-approved amounts from appropriate funding sources to recognize employees under certain circumstances.

The use of university funds for a celebratory event is allowable for the following occasions:

- **Celebrations for departing or retiring employees.**
 - The size of the event should correspond with years of service and position level. When possible, these celebrations should include multiple departing or retiring employees. For guidance on gifts for departing or retiring employees, please refer to the Central Administration “Policy for Gifts.”
- **Occasional employee morale-building events.**
 - Examples include a department-wide luncheon or similar departmental event (e.g., summer employee picnic, annual departmental retreat, office happy hour).
- **Holiday Parties.**
 - Spending for holiday parties should not exceed \$50 per person for unit-wide events. Central Administration Units have discretion on whether they have both a Unit-wide and local department holiday parties. Please first consult with your finance or administrative leader if you are considering having a local department holiday party.

Use an appropriate funding source.

- a) Federally sponsored funds should never be used to charge morale-building events, alcoholic beverages, or celebratory events.
- b) Non-federally sponsored funds may be used only if the budget specifically includes such an expense.
- c) Departmental restricted funds may be used only if within the fund terms.
- d) Departmental unrestricted funds may be used at the discretion of the department within the criteria of the policy and within the approved budget.

Reason for Policy

Centralized policies for providing food and events to employees will improve operational practices while encouraging responsible budget management. Food and celebratory events can be an important benefit that reinforces good practices such as team building, raising morale and inspiring motivation. Inconsistent policies create negative perspectives between departments and senior administrators in Central Administration.

Who Must Comply

All Harvard Central Administration staff, departments and units regardless of funding source.

Exceptions

- Exceptions for food at internal meetings can be made for:
 - Holidays and Weekends
 - Project-based meetings that require staff to remain on location



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

Responsibilities and Contacts

Central Administration Units and department finance and administrative leaders are responsible for ensuring that all Central Administration staff complies with this policy.

Central Finance and Administration (CFA) is responsible for final approval when arbitration is needed. CFA is also responsible for reviewing the policy on an annual basis and making updates when needed.

Note to Finance Staff: Payment for Food & Meals at meetings should be under object codes: 8450 "Expenses Ineligible for Federal Reimbursement," 8060 "Catering Services, GENERAL" and/or 6570, "Food & Nonalcoholic beverages." All celebratory events should be charged to object code 8450 "Expenses Ineligible for Federal Reimbursement."

Related Resources

The University Financial Policy website: <http://policies.fad.harvard.edu/>

2022-2023 FLC Legislative Policy Process

The Florida League of Cities' (FLC) Charter and Bylaws specify that the League shall engage only on legislation that pertains directly to "municipal affairs." "Municipal affairs" means issues that directly pertain to the governmental, corporate and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and raise and expend revenues. Protecting Florida's cities from egregious far-reaching attacks on Home Rule powers will always be the top priority.

Each year, municipal officials from across the state volunteer to serve on the League's legislative policy committees. Appointments are a one-year commitment and involve developing the League's Legislative Platform. The Legislative Platform addresses priority issues of statewide interest that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session.

Policy committee members also help League staff understand the real-world implications of proposed legislation, and they are asked to serve as advocates throughout the year. To get a broad spectrum of ideas and better understand the impact of League policy proposals on rural, suburban and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the legislative policy committees.

The Florida Legislature convenes the 2023 Legislative Session on March 7. The League's legislative policy committee meetings commence in September 2022 and meet three times.

There are currently five standing [legislative policy committees](#):

Finance, Taxation and Personnel Committee: This committee addresses municipal roles in general finance and tax issues, Home Rule revenues, infrastructure funding, insurance, local option revenues, pension issues, personnel and collective bargaining issues, revenue sharing, tax and budget reform, telecommunications and workers' compensation.

Land Use and Economic Development Committee: This committee addresses policies specific to municipal concerns with community redevelopment, economic development, growth management and land use planning issues, annexation, eminent domain, tort liability, property rights and ethics.



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CHOICES

Municipal Administration Committee: This committee addresses municipal concerns with code enforcement, elections, emergency management, gaming, homeland security, public meetings, public property management, public records, public safety and procurement, as well as charter counties and special districts.

Transportation and Intergovernmental Relations Committee: This committee addresses municipal concerns relating to transportation and highway safety, as well as aviation, affordable housing (and homelessness), billboards, building codes, charter schools, rights-of-way and veterans affairs.

Utilities, Natural Resources and Public Works Committee: This committee addresses policies specific to municipal concerns with coastal management, energy, environmental and wetlands permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, stormwater, wastewater treatment and reuse, water management and water quality and quantity.

At the last meeting, each of the five policy committees adopts ONE legislative priority that will be submitted to the Legislative Committee. The Legislative Committee is composed of:

- ▶ Each legislative policy committee chair and the chairs of the other standing committees
- ▶ The President of each local and regional league
- ▶ The Presidents of several other municipal associations
- ▶ Chairs of the municipal trust boards
- ▶ Several at-large members appointed by the FLC President.

The policy priorities, as adopted by the Legislative Committee, are then recommended to the general membership for approval as the League's Legislative Platform.



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In addition, a legislative policy committee may, but is not required to, recommend ONE policy position related to other relevant legislative issues. The policy position must satisfy the same criteria above for legislative priorities. The recommended policy position will be considered by the Legislative Committee. If favorably considered by that committee, it will be considered by the general membership. If adopted by the general membership, the policy position may be published and communicated to legislators and others, as appropriate.

Due to Sunshine Law issues, only one elected official per city can be represented on a committee, but a city could have an elected and a non-elected city official on each of the five policy committees. Appointments are made by the League president based upon a city official's support and advocacy of the Legislative Platform and participation at meetings, Legislative Action Days and other legislative-related activities.

2022 Legislative Policy Committee Meeting Dates

- ▶ September 16, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- ▶ October 7, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- ▶ December 1, 2022, during the FLC Legislative Conference at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or medenfield@flcities.com.



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What happens in Washington affects states and municipalities. We need local voices making local choices on the federal level.

To ensure local voices are heard on Capitol Hill, we created **the Federal Action Strike Team (FAST)** to strengthen the League's federal relations by establishing proactive and reactive communications with the Florida congressional delegation in support of federal municipal policy. [View the 2023 Federal Action Agenda](#)

FAST takes its policy positions and direction from the League's resolutions committee and the [National League of Cities](#) (NLC) policy priorities.

Membership

As the success of this team will be largely dependent upon its grassroots advocacy, FAST members are appointed according to each congressional district. With an existing congressional delegation of 27 U.S. House Members and 2 U.S. Senators, the size of the committee will range from 25 to 30 members with participation reserved to those who display:

- A strong commitment to and involvement in shaping federal municipal policy;
- A willingness and ability to establish and maintain effective relationships and communications with delegation members;
- A commitment to attend both the FAST Fly-in and NLC meetings; and
- A willingness to actively lobby members of their delegation in Washington and in the district.

Activities

FAST members meet throughout the year, including an organizational meeting, FAST Fly-ins to Washington D.C., and a reception during the March NLC Congress of Cities meeting in Washington.

In addition, FAST members are expected to personally meet with their delegation members and staff at least once in the district, and determine the most effective way of communicating the League's federal priorities as often as needed.

Finally, FAST members are expected to contact League staff with any information that may assist in the team's overall efforts, such as member position on issues, anticipated committee or floor action, advanced review of committee markups or amendments.

Contact [Allison Payne](#) with any questions.

The FLC has revamped the Advocacy Committee with a renewed and strategic focus on strengthening advocacy at the grassroots level.

Mission Statement

The **Advocacy Committee** is responsible for building support amongst the League membership and the Legislature for the legislative priorities adopted by the membership of the Florida League of Cities. Additionally, the Advocacy committee is responsible for making direct contact with state elected officials to advocate the FLC Legislative Action Agenda and other key issues and provide strategic direction on the Leagues' lobbying initiatives.

The Advocacy Committee will meet periodically via Zoom and in person at the FLC Annual Conference.

Duties of Advocacy Committee members include, but are not limited to:

- Responding to at least five FLC legislative alerts.
- Building strong relationships with members of your state or federal legislative delegation.
- Meeting with members of your legislative delegation at least biannually to promote the FLC Legislative Action Agenda; and maintain the relationships.
- Serving as a Legislative Key Contact
- Expanding the League's legislative key contact program and recruiting other municipal officials to participate in the League's advocacy program.
- Helping League staff determine the impacts of legislative proposals on municipal operations and functions.
- Keeping the FLC staff informed on communications and activities with legislators.
- Staying informed about FLC legislative issues.
- Participating in FLC Legislative Action Days during Session
- Traveling to Tallahassee during interim legislative committee meetings or during session to advocate on behalf of the League's agenda.
- Working with FLC Staff, attend and participate on a round table discussion with a member of your state or federal delegation.
- Attend and speak at your local legislative delegation meeting.
- Attend and speak on Home Rule at a civic club, local chamber event, etc.

Contact [Allison Payne](#) or [Scott Dudley](#) with any questions.

FLC Dates	classes/events	Location
4/28-4/29/2023	lemo 2	Orlando
6/9-6/11/2023	iemo 1	palm beach gardens
6/17/2023	BLC GALA	Hollywood, FL margarita
7/12/2023	ethics 4 hours	online
8/10-8/13/2023	FLC Annual Conference	Orlando
9/8/2023	policy committee	Orlando
10/7/2023	policy committee	Orlando
10/6-10/7/2023	iemo 1	tampa
10/27-10/28/2023	iemo2	daytona
11/15-11/19/2023	NLC conference	atlanta
12/13/2023	ethics 4 hours	online

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MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: April 6, 2023
Re: 2023-24 Board of Director Appointments

2022-2023 OFFICERS
President Bob Mayersohn
Commissioner, Parkland
1st Vice President Todd Drosky
Commissioner, Deerfield Beach
2nd Vice President Felicia Brunson
Mayor, West Park
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Michael Bracchi
Vice Mayor, Wilton Manors
Leann Bruener
Councilmember, Sea Ranch Lakes
Anthony Caggiano
Mayor, Margate
Joy Carter
Commissioner, Coral Springs
Joyce Davis
Commissioner, Dania Beach
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Veronica Edward Phillips
Mayor, Lauderdale Lakes
Beam Furr
Commissioner, Broward County
Aisha Gordon
Mayor, Oakland Park
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Luke Lewis
Commissioner, North Lauderdale
Annabelle Lima-Taub
Commissioner, Hallandale Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Sarai "Ray" Martin
Commissioner, Lauderhill
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Patty Petrone
Commissioner, Lighthouse Point
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Commissioner, Pembroke Pines
Dean Trantalis
Mayor, Fort Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Doodly & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is May 15, 2023.** The term will begin on June 17, 2023, where members will be sworn in at the 66th Annual Gala at Margaritaville. The term will end in May of 2024.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2022-2023

	6/2/2022	9/1/2022	10/6/2022	11/3/2022	1/6/2023	2/2/2023	3/2/2023	4/6/2023	5/4/2023
Bob Mayersohn	X	X	X	X	X	X			
Todd Drosky	X	X	X	X	X	X			
Felicia Brunson	X	X	X	X	X	X			
Traci Callari	X	X	X	X	X	X			
Greg Ross	X	X	X	(EXC.)	X	X			
Susan Starkey	X	X	X	X	X	X			
Joy Cooper		(EXC.)				X			
Frank Ortis		X		X	X				
Jim Allbritton	X	X	(EXC.)	(EXC.)	X	X			
Barbara Baldasarre	X		X	X	X	X			
Marlon Bolton	X	X		(EXC.)	X	X			
Michael Bracchi	(ALT)	X	X	X	X	(EXC.)			
Leann Bruener	(EXC.)								
Anthony Caggiano	X	X	X	X	(EXC.)	X			
Joy Carter	X	X	X	X	(EXC.)	X			
Joyce Davis	X	X	X	(EXC.)	X	X			
Mark Douglas	X	X	X		X	X			
Rhonda Eaton	X	X	X	X		(ALT)			
Veronica Edwards Phillips	~	~	~	~	X	X			
Beam Furr		X	(EXC.)	X	X	(EXC.)			
Aisha Gordon	~	~	~	~	X	X			
Denise Horland	X	X	X	X	X	X			
Geoffrey Jacobs				(EXC.)	X	X			
Jeremy Katzman	~	~	~	~	(EXC.)	X			
Luke Lewis	~	~	~	~	X	(ALT)			
Annabelle Lima-Taub		(EXC.)	(EXC.)	(EXC.)	(EXC.)				
Edmund Malkoon	(EXC.)	X	X	(EXC.)	X	(EXC.)			
Sarai "Rai" Martin	X	X	X						
Henry Mead	~	~	~	~	X	X			
Wayne Messam		X	X	(EXC.)		X			
Patty Petrone	X	X	(EXC.)	X	X	(EXC.)			
Iris Siple	X	X		X	(EXC.)	X			
Becky Tooley	X	X	X	X	X	X			
Dean Trantalis		X	(EXC.)	X	X	(ALT)			

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

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

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES”

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park.

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases,

this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community

is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

- (b) Do not disrupt Town staff from their jobs.

Under a commission form of government, elected officials acting in their official capacity, will interact with staff. However, elected and appointed officials should not direct staff, nor should they interrupt staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

- (c) Never publicly criticize an individual employee.

Elected and appointed Town officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to

influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an

individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its

provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

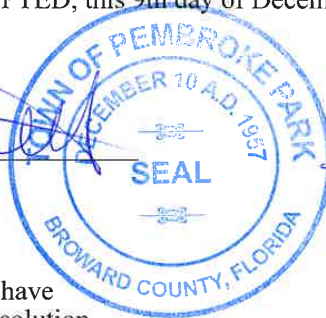
Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 9th day of December, 2020.

ATTEST:


MARLEN D. MARTELL
Town Clerk




GEOFFREY JACOBS
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution


MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Code of Conduct.FN23529E.docx

Chapter 2.26

CONDUCT OF PUBLIC OFFICIALS AND PUBLIC EMPLOYEES – CODE OF ETHICS

This is from Richland, Washington

Sections:

[2.26.010 Code of ethics – Necessity.](#)

[2.26.020 Definitions.](#)

[2.26.030 Certain privileges or exemptions prohibited.](#)

[2.26.040 Incompatible employment or activity prohibited.](#)

[2.26.050 Confidential information – Disclosure prohibited.](#)

[2.26.060 Financial and personal interest – Disclosure required.](#)

[2.26.062 Conduct of councilmembers.](#)

[2.26.063 Conduct of board, commission and committee members.](#)

[2.26.064 Violation and penalties.](#)

[2.26.110 Findings open to public – Exceptions.](#)

[2.26.115 Initiation of appropriate action.](#)

[2.26.120 Public official or public employee – Violation.](#)

[2.26.130 False charge – Violation.](#)

2.26.010 Code of ethics – Necessity.

In keeping with the policies declared by the state legislature in enacting codes of ethics for state officials, it is recognized that high moral and ethical standards among city officials are equally essential to the conduct of local and state government; that a code of ethics for the guidance of city officials is necessary in order to prevent conflicts of interest in public office, improve standards of public service, and promote and strengthen the faith and confidence of the people of the city in their governing body. The council ethics and administration committee will initially receive and process complaints or allegations of violations of the city of Richland's code of ethics. [Ord. 432 § 1.01; Ord. 40-98].

2.26.020 Definitions. SHARE

“Public employee” means all persons in the classified services as defined in RMC [2.28.016](#).

“Public official” means all elected city officials including the mayor and members of the city council, together with appointive members of city boards, commissions and committees and all other persons in the unclassified services as defined in RMC [2.28.070](#).

“Special privileges or exemptions,” and “personal interests” relate to privileges, exemptions or interests which are peculiar to an individual, as distinct from the rights and interests of the public generally, or identifiable classes of the public. [Ord. 432 § 1.01; Ord. 58-76 § 1.02; Ord. 3-97; Ord. 40-98].

2.26.030 Certain privileges or exemptions prohibited. SHARE

No public official or public employee shall use his position to secure special privileges or exemptions for himself, his spouse, child, parents, other persons or employers. Nor shall any public official or public employee accept anything of value that may tend to influence him in the discharge of his duties, or which could have influenced him in the discharge of his past duties. [Ord. 432 § 1.01; Ord. 58-76 § 1.03].

2.26.040 Incompatible employment or activity prohibited. SHARE

No public official or public employee shall engage in or accept private employment or render services for private individuals or entities or engage in any business or professional activity when the employment, service or activity is incompatible with the proper discharge of his official duties, or when it would require or induce him to disclose confidential information acquired by him by reason of his official position. [Ord. 432 § 1.01; Ord. 58-76 § 1.04].

2.26.050 Confidential information – Disclosure prohibited. SHARE

No public official or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include:

- A. Personnel information applications, and any files maintained for city employees, appointees or elected officials;
- B. Information required of any taxpayer or city license holder in connection with the assessment or collection of any tax or license fee if the disclosure of the information to other persons would tend to violate the taxpayer or licensee’s right to privacy or may result in unfair competitive disadvantage to such taxpayer or licensee;
- C. Specific intelligence information and specific investigative files compiled by investigative law enforcement and penology agencies and those state agencies vested with the responsibility to

discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy;

D. Information revealing the identity of persons who file complaints with investigative law enforcement or penology agencies; except as the complainant may authorize;

E. Test questions, scoring keys and other examination data used to administer license, employment or civil service examination;

F. Except as provided by Chapter [8.26](#) RCW, the contents of any real estate appraisals made for or by any agency, including the city relative to the acquisition of property by the city until the project is abandoned or until such time as all of the property has been acquired, but in no event shall disclosure be denied for more than three years after the date of the appraisal;

G. Valuable formula, designs, drawings and research data obtained or produced by the city, its officers, employees and agents within five years of any request for disclosure thereof, when disclosure would produce private gain and public loss;

H. Preliminary drafts, notes, recommendations and intra-agency memorandums in which opinions are expressed or policies formulated or recommended, except that a specific record shall not be exempt when publicly cited by an agency in connection with any agency action;

I. Records which are relevant to a controversy to which the city or any of its officers, employees or agents is a party and would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts;

J. Any other information as is declared confidential by other specific statutes;

K. The confidential areas hereinabove listed shall be inapplicable to the extent that information, the disclosure of which would violate personal privacy or vital governmental interest, can be deleted from the specific records sought. [Ord. 432 § 1.01; Ord. 58-76 § 1.05].

2.26.060 Financial and personal interest – Disclosure required.

A councilmember who has a financial or other private or personal interest in any ordinance, resolution, or other action pending before the city council shall disclose on the records of the council the nature and extent of the interest, and the interest as disclosed shall be incorporated in the minutes of the council's proceedings. This provision shall not apply if the councilmember disqualifies himself from participating in any discussion and vote on the matter under consideration. The disclosure shall include but shall not be limited to the following:

A. The name of any private business corporation, firm, or enterprise affected by the councilmanic action, of which the councilmember or the marital community is or has been during the preceding 12 months a shareholder, bondholder, secured creditor, partner, joint entrepreneur or sole proprietor, where the total value of the member's individual or undivided legal or equitable financial interests therein as the shareholder, bondholder, secured creditor,

partner, joint entrepreneur or sole proprietor is, and at any time during the preceding 12 months has been, in excess of \$1,000;

B. The name of any such private business or corporation, firm, or enterprise of which the member or his spouse is or has been during the preceding 12 months an officer, director, partner, attorney, agent or employee who, for services rendered during the preceding 12-month period or to be rendered in any such capacity has received or been promised compensation equaling or likely to equal an amount in excess of \$1,000. [Ord. 432 § 1.01; Ord. 58-76 § 1.06; Ord. 40-98].

2.26.062 Conduct of councilmembers. SHARE

Councilmembers will hereafter conduct themselves according to the following rules of conduct as they pertain to work for and on behalf of the city of Richland:

A. A councilmember shall maintain decorum and set an example for conduct when the councilmember represents the city. Councilmembers shall conduct themselves so as not to bring disgrace or embarrassment upon the city.

B. A councilmember shall always represent that opinions stated are the member's own and do not necessarily represent those of the council unless the council has voted and passed an ordinance, resolution or motion that so states the expressed policy.

C. If a councilmember writes to a citizen, the member may use city stationery. However, the form and language must clearly state that opinions are those of the writer unless the council has taken some official action. The councilmember shall sign his/her name as "mayor," "mayor pro tem" or "councilmember" as applicable.

D. A councilmember must obtain approval of the council by motion to represent the city to any organization if the city financially supports the organization.

E. A councilmember must obtain approval of the council by motion to attend any activity for which the city will pay \$500.00 or more for travel and other expenses.

F. A councilmember shall not divulge the discussions held in executive session until or unless:

1. The discussions have become public by some other means of which the councilmember is not a voluntary participant;
2. The council itself has made the discussion public; or
3. The reason for secrecy has passed.

G. A councilmember shall make public any conflict of interest the member has with respect to any issue under consideration by the council. The nature of such conflict need only be described in terms that make clear the existence of a conflict. The councilmember shall not participate in discussions of the subject and shall not vote on it if:

1. The councilmember has a personal, financial or property involvement in the subject;
2. The councilmember has close professional or social ties to the participants; or
3. The ordinances of the city of Richland or the statutes of the state of Washington prohibit the member's involvement.

If the councilmember has only a casual association with the subject or parties, the member must state the relationship, and then may fully participate.

H. A councilmember shall not use his/her office for personal gain, especially financial gain, including particularly the acceptance of gifts and gratuities.

I. A councilmember shall not make false statements on which the council, city staff or other agencies rely to establish policy or make important decisions. A councilmember violates this rule if he/she knows it is untrue, or if the person has knowledge that would lead a reasonable person of ordinary prudence to conclude that the statement is untrue. [Ord. 15-92; Ord. 40-98; Ord. 12-09].

2.26.063 Conduct of board, commission and committee members. [SHARE](#)

Members of council-appointed boards, commissions and committees (hereinafter referred to as members) shall hereafter conduct themselves according to the following rules of conduct as they pertain to work for, and on behalf of, the city of Richland:

A. A member shall maintain decorum and set an example for conduct when the member represents the city. Members shall conduct themselves so as not to bring disgrace or embarrassment upon the city.

B. A member shall always represent that opinions stated are the member's own and do not necessarily represent those of the board, commission or committee of which he/she is a member unless the body has voted and approved a motion, resolution or other action supporting such statements.

C. All motions, resolutions, and other actions of boards, commissions, and committees shall be consistent with council policy unless the intent of such an action is to recommend a change in policy to the council.

D. A member may write letters on city stationery and direct other communications to citizens and others about matters related to the member's board, commission, or committee. However, the form and language must clearly state that opinions are those of the member unless the body or council has taken some official action. Such letters shall not promise or imply that the city or any of its subsidiary organizations will make any particular decision or undertake any particular activity. The member shall sign his/her name as "chairperson," "vice-chairperson" or "board/commission/committee member," as applicable, on written communications.

E. A member must obtain approval of the member's board, commission or committee, by motion, to represent the body to any other organization. The city council must approve if:

1. The purpose is to participate in decision making; and/or
2. The city will spend \$100.00 or more; and/or
3. The member intends to travel outside the Tri-Cities area on city business.

F. A member shall not divulge the discussions held in executive session until or unless:

1. The board, commission or committee itself, or the city council has made the discussion public; or
2. The reason for the secrecy has passed.

G. A member shall make public any conflict of interest the member has with respect to any issue under consideration by the member's board, commission or committee. The nature of such conflict need only be described in terms that make clear the existence of a conflict. A member shall not participate in discussions of the subject and shall not vote on it if:

1. The member has a personal, financial or property involvement in the subject;
2. The member has close professional or social ties to the participants; or
3. The ordinances of the city of Richland or the statutes of the state of Washington prohibit the member's involvement.

If the member has only a casual association with the subject or parties, the member must state the relationship and then may fully participate.

H. A member shall not use his/her position for personal gain, especially financial gain, including particularly the acceptance of gifts or gratuities.

I. A member shall not intentionally make false statements on which his/her board, commission or committee, or the city council, city staff or other agencies rely in conducting the business of the city. A member violates this rule if he/she knows the statement is untrue, or if the person has knowledge that would lead a reasonable person of ordinary prudence to conclude that the statement is untrue. [Ord. 40-98].

2.26.064 Violation and penalties.

The following procedure will be implemented by the council ethics and administration committee when an alleged violation of the rules stated in RMC [2.26.062](#) or [2.26.063](#) occurs:

A. Any councilmember who believes that another councilmember, or member of a council-appointed board, commission or committee, has violated the council ethics rules, or any member of a board, commission or committee who believes another member of his/her board, commission or committee has violated the council ethics rules, shall submit a written statement of the purported violation to the council ethics and administration committee.

B. The committee shall review the violation to determine whether adequate reasons exist to bring formal charges. The violator shall remove himself/herself from the committee if a member and the council shall substitute another councilmember for the review.

C. The committee shall come to one of the following conclusions:

1. There is insufficient evidence to conclude that any particular violation has occurred. In this case, the committee shall keep any records confidential.

2. The committee concludes there may have been a violation, in which case the committee may call for full review by the council in executive session.

D. If the committee concludes there may have been a violation, the council shall classify the possible violation as major or minor in executive session. If the council determines that a minor violation has occurred, it shall pass an appropriate motion of censure at a public meeting. The violator may demand a public hearing for minor violations. A major violation shall result in a public hearing by the council. The council shall select one of its members to present its findings at the hearing. The violator shall neither conduct the meeting during the hearing nor shall the member present the findings. The council shall give the accused councilmember or board, commission or committee member adequate time to prepare a case and to present the case at the public hearing. Both the council and accused member shall present their own cases but they may be accompanied by counsel during the proceedings. The council presenter and the accused may present witnesses who shall present their evidence upon oath. After hearing the evidence, the council shall determine whether the purported violation was major, minor or whether there is insufficient evidence to determine that a violation occurred. If the council determines that a violation occurred, they shall also establish a penalty commensurate with the violation. The council may remove the violator from the positions of mayor or mayor pro tem, if applicable, as part of the penalty if they deem it appropriate. [Ord. 15-92; Ord. 40-98].

2.26.110 Findings open to public – Exceptions.

The record of the committee's findings and other records made or filed under this chapter shall be open to public inspection unless such designation is inconsistent with some other provision of law or this chapter; provided, that the council ethics and administration committee, in the conduct of any hearing or proceeding within its power, may make reasonable orders necessary for the protection of individuals who may be incorrectly accused or who may be disproportionately harmed by premature disclosure; including orders that the committee's findings in a particular hearing shall not be open to public inspection pending the initiation of civil or criminal action by the city. However, the findings shall be made public within three days from the time they are rendered; and provided further, that no such order shall have the result of

precluding any enforcement agency from taking action within its own jurisdiction. [Ord. 432 § 1.01; Ord. 40-98].

2.26.115 Initiation of appropriate action.

If the findings of the committee disclose a violation of this chapter, the city attorney shall initiate appropriate action to effectuate the purposes of this chapter; provided, that if the findings of the committee disclose a violation by the city manager or city attorney, then the mayor shall initiate appropriate action to effectuate the purposes of this chapter. In that situation requiring special advice on matters of ethics, the council can convene an ad hoc citizen's committee to advise the city council. [Ord. 58-76 § 1.09; Ord. 40-98].

2.26.120 Public official or public employee – Violation.

A. Any public official or public employee who knowingly and willfully violates any provision of this chapter shall be guilty of a misdemeanor; provided, that the criminal sanctions herein set forth shall not apply to a violation of RMC [2.26.050](#), its being the intent of the city council that openness and free disclosure, in appropriate situations, not be hampered through fear of possible prosecution. In addition to the penalties herein provided, violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action, which may include restitution or judicial action for recovery of any loss to the city that resulted from violation of this chapter.

B. For the purpose of this section a public official or public employee acts knowingly or with knowledge when:

1. He is aware of a fact, facts, or circumstances or result described by this chapter; or
2. He has information which would lead a reasonable man in the same situation to believe that facts, circumstances, or results exist which are described by this chapter.

C. The element of willfulness is satisfied if a public official or public employee acts knowingly with respect to the material elements constituting a violation of this chapter. [Ord. 432; Ord. 58-76 § 1.10; Ord. 4-85].

2.26.130 False charge – Violation.

Any person who files with the council ethics and administration committee a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to the penalties herein provided any person convicted of a violation of this section shall also pay the costs and expenses of the committee's investigation. [Ord. 432; Ord. 58-76 § 1.11; Ord. 4-85; Ord. 40-98].

Penalties

Where based on a sworn complaint, any violation of the city's ethics code may result in one or more of the following:

- Oral reprimand
- Written reprimand
- Written letter of instruction
- Corrective action, including but not limited to restitution by the individual found to have

committed a violation, when the person or a third party has received a pecuniary benefit as a result of the person's violation, and recommendation by the ethics board to the city to take action against the individual consistent with the city's employee disciplinary policy;

- Disgorgement of any pecuniary benefits received because of the violation committed.
 - Fine not to exceed \$1,000.00 per violation
 - Additional ethics training at the violator's expense
-
- Community service in the form of educating the public on the importance of ethical leadership
 - The Board may choose to impose no sanctions based upon mitigating circumstances or upon recognition that a public finding of an ethics violation imposes a sufficient penalty.
 - The ethics board may order, where it has jurisdiction, the Complainant pay investigative costs to the City of Tallahassee when it is determined he or she knew at the time of the complaint that it was not supported by the material facts.

I N D E P E N D E N T ETHICS BOARD

Tallahassee Ethics Guide

A guide for Tallahassee residents and City employees

Updated February 13, 2023

I N D E P E N D E N T ETHICS BOARD

Tallahassee Ethics Guide
A guide for Tallahassee residents and City employees

Published by the City of Tallahassee Independent Ethics Board

Renaissance Center
Third Floor
435 N. Macomb Street
Tallahassee, Florida 32301

Tallahassee Independent Ethics Board



Our Mission

To promote the actual and perceived integrity of our City government and to prevent unethical conduct before it occurs.

Our Core Values

Integrity – Adhere to strong moral and ethical principles and values.

Honesty – Be transparent and truthful when communicating with others.

Commitment – Be dependable, fair, thorough, and objective.

Excellence – Hold oneself accountable.

Respect – Be courteous to others and treat each person with equal value.

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A Commitment to Ethical Behavior

What should we expect from our local government?

A government that:

- Looks out for our individual and collective interest
- Represents and involves citizens in determining local public needs and how these local needs are met
- Makes the best use of resources
- Ensures that everyone has direct or representative access to the systems of government

The City of Tallahassee has more than 3,000 employees. Along with the City officials, they are responsible for the administration of utilities, parks and recreation services, public safety through police and fire, public transportation, streets, sewers, signage, and more. To provide these services in a manner that meets our growing community's needs, the City develops and maintains a multi-million dollar balanced budget.

Tallahassee has seen significant growth with an estimated 2019 population of 193,551, a six percent increase above the population count of 181,376 recorded during the 2010 census. The City expects the growth to keep pace after the report of the 2020 census.

Tallahassee has consistently ranked among the most livable cities in America and is considered one of the ten best cities to raise children. Another benefit is Tallahassee's high quality of life and low cost for municipal services compared to peer cities in Florida. It is up to those in government – and citizens as well – to see that Tallahassee maintains its appeal.

Through a referendum in 2014, an Ethics Ordinance was established, creating the Independent Ethics Board. It is up to each of us to maintain these standards and take an active role in ensuring that others do as well. To maintain an active role, we must all be aware of the ethics personnel policies and the Ethics Code and how we are to hold each other accountable.

Personnel Policies

The Human Resource and Workforce Development Department is responsible for maintaining and administering the City's personnel policies. Within days of becoming every individual must swear to uphold the City's ethical standards. The pledge is made in writing and begins with this statement:

I, _____, being employed by or an officer of _____ and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida. I further solemnly swear or affirm that I have a commitment to the public trust, the highest standards of professionalism and ethics, including a commitment to the constant appearance of propriety, always putting public trust first and never allowing personal benefit to affect my decisions and service as a public servant.

The following ethical standards are included in the City's personnel policies:

Sec. 60. - Statement of Ethics and Anti-corruption Policy: The proper operation of responsible government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the best interests of the community and the government; that public office not be used for personal gain; that officials and employees not be unduly or inappropriately influenced by those they regulate or by those who seek special benefits from the City; and that the public have confidence in the integrity and transparency of its government.

Acceptance of Gratuities (s.706.06 F): No employee or member of the employee's family may accept gifts or gratuities from lobbyists registered with the City Treasurer-Clerk's Office. No employee or member of the employee's family may accept gifts or gratuities valued at more than \$100 from contractors, vendors and suppliers doing business with the City of Tallahassee, or who are seeking to do business with the City, or an entity that has interests that may be influenced by the employee in his/her/their job.

This policy shall not be interpreted to prevent an employee from engaging in a bona fide business transaction for goods and services from a firm doing business with the City when no special privilege or benefit is granted to or sought by the employee because of his/her/their status as a City employee.

Use of City Property and City Funds (s.706.06 H): Employees are prohibited from using City property, City funds and City memberships outside the scope of their City employment. Employees may not use City funds or a City membership to purchase anything for non-City business, personal use, or the benefit of any other party.

Outside Employment (s. 706.06 I): No employee shall accept outside employment or engage in any private business if such outside employment or outside business interferes or conflicts with the performance of the regular City position. Any employee accepting outside employment shall make arrangements with the outside employer to be relieved from outside duties should the

employee be called to work by the City. City employees are required to report whether they have non-City employment and whether that employment is with a business or public agency which does business with the City or is subject to the regulation of the City by completing and submitting an Outside Employment Disclosure Form.

Electronic Resources: (s.706.06 K) All electronic resource and information systems are the property of the City. All information received on, transmitted through, or stored on or through any City equipment is the property of the City, and there is to be no expectation of any privacy of information contained therein.

Theft or Other Suspected Criminal Activity (s.706.07 B): Such activity involving unauthorized use of City property, funds, goods, resources or services by a City employee shall be reported to a division director, department director, or the Human Resources and Workforce Development Director.

Public Records, Record Retention & Disposition Policy: (City Commission Policy 140) Florida Statutes, Chapter 119, specifies the right of the public to inspect and copy any record, regardless of physical form, characteristics or means of transmission, that is made or received in connection with the transaction of City business. The City is committed to providing access to these public records as required by law. All City employees are required to preserve and retain public records. Employees are prohibited from transacting City business by private email (e.g., @gmail, @hotmail) or text message over their private device unless the communication is captured and retained on the City server. If transaction of City business inadvertently occurs via private email or text message over a private device, any such message must be retained by the employee until it is transferred to a City- managed system for retention. Employees shall be subject to discipline, up to and including dismissal, for policy violation.

While City-owned electronic devices, including cellphones, and the City's email system may be used for incidental personal activity, due to the time associated with reviewing and providing records in response to public records requests, all texts and emails shall be provided to the public, except for information legally exempt or confidential. Employees who do not wish to have personal content made public should not use the City email system or communication devices for such personal communication.

Anti-Discrimination (Administrative Policy 1201): The City of Tallahassee is committed to maintaining a workplace free of any discrimination, harassment, or retaliation. The City strictly forbids and will not tolerate discrimination or harassment against any employee, vendor, volunteer, independent contractor, or recipient of or participant in City services, based on an individual's race, color, sex or gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity or expression, genetic information (family medical history), or any other characteristic protected by law. Further, the City will not tolerate any form of retaliation directed against an employee or other individual who complains about such discrimination or harassment or who participates in any investigation concerning discrimination or harassment.

Social Media Use (Administrative Policy 408.08): City employees who use Social Media for strictly personal use outside of the workplace do not require approval for such use. However, it is possible for these types of tools to sometimes blur the line between professional and personal interactions. Employees who have public facing positions known to the general public, employees who specifically identify themselves as employees of the City, and employees who provide context that reasonably leads to the conclusion that they are employees of the City (e.g., by displaying a photograph in which the employee is wearing a COT-branded shirt or which depicts

the employee at a COT worksite), should ensure that their personal Social Media profiles and content are consistent with the public trust and with COT policies. Such employees should have no expectation of privacy if they post about City-related business via personal Social Media accounts. In all interactions, whether in person or on Social Media, employees are expected to be truthful, courteous, and respectful toward supervisors, co-workers, citizens, customers, and other persons associated with the City.

The Ethics Code

Most people know about Federal codes and State statutes. These laws govern behavior and allow law enforcement, the courts, and others to enforce Federal and State laws and level penalties. You may not be as familiar with the local laws known as ordinances. When the building inspectors enforce local building codes, they act under the authority of local ordinances enacted under the City Charter. These ordinances have the same power as Federal codes and State statutes but do not replace them.

Through the City charter, there is an enforcement and training program called the Ethics Code. The charter establishes an Ethics Office that is led by the Independent Ethics Board, a seven-member body. Staff for the Ethics Office includes an executive director, administrative specialist, and legal counsel. Through the Ethics Office, the Board oversees ethics training for every City official, appointee, employee, and advisory board member on an annual basis. The Board has subpoena power and investigates alleged violations of the Ethics Code. The Board relies on citizens, City employees, and City officials to report violations of the Ethics Code.

The Board may investigate and level penalties for the following violations:

Misuse of public position: City of Tallahassee employees and officials are prohibited from using an official position or any City resource to secure a special privilege, benefit or exemption for one's self or someone else. A deciding factor is whether the person knew or should have known there would be a special benefit.

Solicitation or acceptance of gifts: Covered individuals may not solicit or accept any gift of any value from a lobbyist, vendor or lessee if the gift is for their personal benefit or the benefit of a relative.

Covered individuals are:

- Elected City officials and their assistants and aides;
- Appointed City officials;
- Individuals appointed by the City Commission to any advisory, quasi-judicial or any other board, commission or committee of the City of Tallahassee;
- Employees and board members required by statute to file financial disclosure (Form 1), including individuals with purchasing approval authority of \$35,000 or more; and
- Procurement employees, defined to include any City employee who has participated in the previous 12 months in a procurement, the cost of which exceeds \$10,000

This particular ordinance excludes relatives of covered individuals, even when the relative is a lobbyist, lessee, or vendor. This exception allows the exchange of gifts between family members (i.e., Christmas gifts or birthday presents).

Disclosure or use of non-public information: A public official or employee of the City shall not disclose or use information that is not available to members of the public and that was gained because of his/her/their official position for personal gain or to benefit others.

The Gift Ban versus Acceptance of Gratuities

Sec . 2-15, Tallahassee Ethics Code and Personnel Policy s. 706.06(F)

Many City employees are defined to be "covered individuals" by the City of Tallahassee Ethics Code. The Ethics Code prohibits covered individuals from knowingly, directly or indirectly, accepting or soliciting gifts of any value from current or potential lobbyists, vendors, or lessees of the City.

Like the Ethics Code, City policy prohibits all employees from accepting any gift of any value from City lobbyists. City policy differs on gifts. All other employees, who are not covered individuals, are prohibited from accepting any gift valued at more than \$100 from contractors, vendors, and suppliers doing or seeking to do business with the City of Tallahassee. Examples of gifts include, but are not limited to, conference registration fees, training classes, promotional items (e.g., pens, hats, golf balls), lodging, meals, food (e.g., donuts, sandwiches, fruit baskets, coffee), golf trips, or concerts. City employees should speak to their supervisor if they have questions about the City's rules regarding gifts.

Penalties

Where based on a sworn complaint, any violation of the city's ethics code may result in one or more of the following:

- Oral reprimand
- Written reprimand
- Written letter of instruction
- Corrective action, including but not limited to restitution by the individual found to have committed a violation, when the person or a third party has received a pecuniary benefit as a result of the person's violation, and recommendation by the ethics board to the city to take action against the individual consistent with the city's employee disciplinary policy;
- Disgorgement of any pecuniary benefits received because of the violation committed.
- Fine not to exceed \$1,000.00 per violation
- Additional ethics training at the violator's expense
- Community service in the form of educating the public on the importance of ethical leadership
- The Board may choose to impose no sanctions based upon mitigating circumstances or upon recognition that a public finding of an ethics violation imposes a sufficient penalty.
- The ethics board may order, where it has jurisdiction, the Complainant pay investigative costs to the City of Tallahassee when it is determined he or she knew at the time of the complaint that it was not supported by the material facts.

How You Can Help

You should not participate in or ignore ethics violations. An ethics violation is a breach of public trust. How you respond will likely have an impact on the well-being of the workplace and community.

You may not be the person to initiate an action that violates the public trust, but you may be encouraged to join in on the act. Whether tempted for personal gain or pressured to engage in an ethics violation, you should refuse to participate.

Sometimes saying no is easier said than done, especially when the pressure is from a peer or supervisor. However, you do not want to be in a situation that could affect your career, your family, or the community and that you could have avoided.

Refusing to participate isn't about looking the other way. Pretending that you did not see the violation is the same as joining. Unless you can stop the act before a breach occurs, you should report it.

Reporting an Ethics Violation

If you are aware of an ethics violation, it is your responsibility to report it. The Independent Ethics Office maintains the Ethics hotline, where you may report a violation. The hotline is available 24 hours a day to receive calls. To report a violation, you may contact the Ethics Hotline at (850) 891-6550. You are not obligated to share your identity; however, before the Board can take action, a complainant must complete and sign a [sworn complaint form](#). To submit a sworn complaint, you must download and complete the [form](#) and email it to ethics@talgov.com, or mail it to:

Independent Ethics Office
300 South Adams Street, Box A-25
Tallahassee, Florida 32301-1731

When the caller chooses to remain anonymous, a Board member may be able to initiate a complaint. Callers should give as much information as possible about the allegation, including an explanation of the alleged offense, details of when the violation occurred, where it happened, who was involved, and the identification of any witnesses.

An alleged violation is not proof of guilt. Allegations must remain confidential in the event there is an investigation and to protect the alleged.

The Complaint Process

When the Ethics Officer receives a complaint, he must first determine if the allegation is legally sufficient. The ethics officer must ask, if the facts alleged were true, would the act fall within the Board's jurisdiction? To decide legal sufficiency, the Ethics Officer may obtain additional information before making that determination. If the allegation is not legally sufficient, the ethics officer will report his findings to the Ethics Board and the Complainant, and all information relating to the complaint will become a public record.

The Board can also self-initiate a complaint. Any Board member desiring to initiate a Complaint shall request a closed Board meeting to discuss the allegation. If the Board finds that the proposed complaint is legally insufficient, the Ethics Officer will prepare a report dismissing the

complaint. Should the Board find that the complaint is legally sufficient, the Board's chair will sign a self-initiated complaint on behalf of the Board.

Upon a finding of legal sufficiency, the Board will conduct a preliminary investigation. Within twenty (20) days of a finding of legal sufficiency, the Ethics Officer will provide a copy of the complaint to the Respondent by certified mail. After receiving the complaint notice, the Respondent will have fifteen (15) days to reply to the allegation in writing. The Ethics Officer or designee will gather all relevant facts, whether supportive or contrary to the allegation. If upon completion of the preliminary investigation, the Board finds no probable cause to believe that any violation of the ethics code has occurred, the Board will dismiss the complaint with the issuance of a public report to the Complainant and the Respondent, stating the reasons for dismissal. At that time, the complaint and all materials relating to the complaint are a matter of public record.

If the Board finds probable cause to believe that a violation of the ethics code has occurred, the Ethics Officer will provide a detailed finding of probable cause to the Complainant and the Respondent in writing. Such written findings and all documents made or received in the disposition of the complaint are public record.

The finding of probable cause includes a notice of rights, informing the Respondent of their right to a public hearing. With the notice, the Respondent has 21 days to request a formal or informal hearing or waive their right to a public hearing. By waiving their rights, they are accepting the facts and conclusions of the investigation and the final action taken by the Board. Should the Respondent deny any of the material facts alleged in the investigation, the Board will request a formal hearing before an administrative law judge with the state Division of Administrative Hearings. During the administrative hearing, the Board representative will serve as the prosecutor.

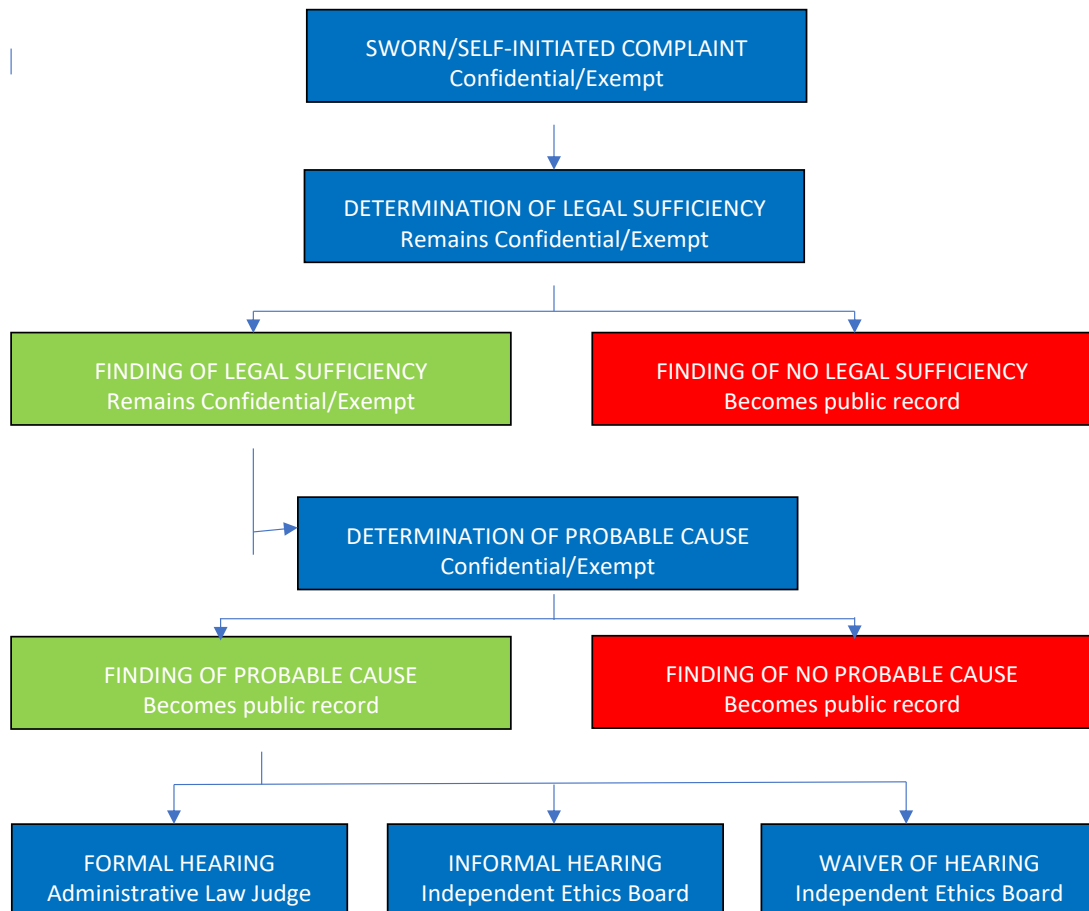
The Administrative Law Judge will give its findings and recommendations in writing to the Respondent and the Board. The Board will conduct an informal hearing where it will act on the findings and recommendations to issue a final order levying any penalty within its jurisdiction or dismissing the case. Under the Florida Rules of Appellate Procedure, the Respondent may appeal any final ruling of the Board by filing a petition with the Second Judicial Circuit.

The Office of Inspector General (OIG) Fraud Hotline

The Office of Inspector General (OIG) maintains a confidential Fraud Hotline to report fraud, waste, abuse, misconduct, or mismanagement involving City appointed officials, City employees, contractors, sub-contractors, or other parties doing business with/or receiving City funds. All complaints received are reviewed by the OIG for further determination.

If you are unsure about where to report an incident, you should contact the Ethics Office at (850) 891-6551 or the Office of Inspector General at (850) 891-8397.

THE COMPLAINT PROCESS



About the Independent Ethics Board

Mission: To promote the actual and perceived integrity of our City government and to prevent unethical conduct before it occurs.

The Ethics Board meets on the third Tuesday of each month to conduct business. The time and location can be found on the Board's website.

Primary Responsibilities

Ethics Hotline – The City Charter establishes the Ethics Office to receive calls that allege a violation of the ethics code. The ethics officer provides the necessary procedures and policies to govern the effective management of the ethics hotline.

Ethics Complaints – The ethics officer receives complaints, investigates the allegations, and facilitates the process for administrative hearings. After the Ethics Board determines that there is probable cause to believe that a violation of the city code of ethics has occurred, the Board may order a public hearing before an administrative law judge. The administrative judge provides a recommended order to the ethics board containing findings of fact, conclusions of law, and recommended penalty. The Board is the final authority on any assessed penalties, barring Respondent's appeal to the 2nd Judicial Circuit.

Ethics Training – The Ethics officer coordinates with the City of Tallahassee Human Resource and Workforce Development (HRWD) to facilitate training. The HRWD maintains a record of the training. The City Charter requires:

1. For elected officials, an initial comprehensive ethics training course within 60 days of taking office, with refresher ethics training on an annual basis;
2. Training for elected officials and aides shall include the ethics code, and statutory requirements for voting conflicts, gift bans, campaign contribution limits, and restrictions on campaigning within government buildings;
3. Filing of documentation in personnel files indicating compliance with ethics training requirements;
4. Ethics training shall be offered to candidates seeking election to the city commission;
5. For appointed officials and city employees, each shall complete an in-depth ethics training course within 180 days of employment and every three years thereafter, with at least a one-hour refresher ethics course in the years in which employees are not required to attend an in-depth course. Appointed officials, executives, senior managers, and supervisors shall complete additional targeted or level-appropriate ethics training, as determined by the ethics officer; and
6. Members of quasi-judicial and other citizen-staffed advisory boards and advisory committees shall complete annual ethics training, with quasi-judicial board members undergoing additional training commensurate with their decision-making capacity. When possible, web-based training will be utilized.

Advisory Opinions – At the request of City officials and employees, and citizens, the Ethics Board is authorized to provide written opinions on the application of the ethics code.

Examples: As a City official, can I endorse a candidate who is running for the City Commission? I have been invited to use my celebrity status to help raise money for a nonprofit by appearing on a radio show. Would this be a violation of the ethics code?

Campaign Contribution Refund Program - In November 2014, the people of Tallahassee amended the charter and created the [Campaign Contribution Refund Program](#). Under this program, local voters who live within the city limits can claim a refund of up to \$25 for campaign contributions made to candidates for Mayor or City Commission. The goal of the Tallahassee Campaign Contribution Refund Program is to expand political engagement beyond the usual donors and encourage more citizens to get involved in the electoral process by providing an economic incentive for them to do so. The Ethics Office processes the applications for campaign contribution refunds.

Meet the Independent Ethics Board

The Board consists of seven volunteers, selected as listed in the captions below. At large members are chosen by the Board. To serve on the Board, you must be a registered voter in Tallahassee and preferably have some knowledge of government ethics. Board members are required to file annual financial disclosure documents with the Supervisor of Elections.



*At Large
Chair*

Carlos Rey Carlos Rey serves as a Senior Attorney on the Florida Senate Committee on Ethics and Elections. As a Senior Attorney, he drafts and analyzes bills regarding the state ethic code and election laws. He writes analysis on bills considered for adoption during the legislative session. Prior to his service in the Florida Senate, he served as the Assistant General Counsel for the Florida Department State. One of his duties was fielding questions from employees on compliance with agency and state ethic policies. Since his arrival to Tallahassee in 2007, he has served on several citizen advisory boards. He is a 2004 graduate of the Florida State University law school and a 2012 graduate of their Applied Economics Program.



*At Large
Vice Chair*

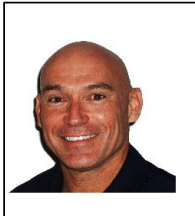
Kristen Costa is a Physician Assistant at Southeastern Plastic Surgery in Tallahassee. She is a national trainer for injectables, a faculty member at the Allergan Medical Institute, and Florida State University in the Physician Assistant Program. She worked previously as a Neurosurgery Clinical Coordinator at the Tallahassee Memorial Hospital and the Organ Procurement Coordinator in Gainesville. She has served as the liaison between the American Society of Plastic Surgeons and the American Academy of Physician Assistants, the Secretary for the Florida Academy of Physician Assistants, Treasurer for the Fellowship of Christian Physician Assistants, Youth Leadership Tallahassee Development Steering Committee, and President of Lakeshore Gardens Homeowners Association. She currently serves on several boards, including the Young Actors Theatre, Treasurer for the Association of Plastic Surgery Physician Assistants, Advisory Board Member for Alpha Chi Omega, and the House of Delegates for the American Academy of Physician Assistants. She received a Bachelor of Science Degree in Nursing from Florida State University and a Masters Degree in Physician Assistant Studies at the University of Florida.



City Commission

Ernie Paine retired in 2017 from a career as a network/systems administrator for the Florida Department of Financial Services, Division of Rehabilitation & Liquidation. He was responsible for drafting Security and Acceptable Use standards for the Division's information technology system. He was the custodian for preserving and providing public records when requested by the public or in response to a subpoena. He maintained the confidentiality for data protected by HIPAA or under privileged status. He also assisted forensic accountants and attorneys with the use and interpretation of data, which was produced in conjunction with litigation. Since retirement, Mr. Paine stays

involved with the community by working with the League of Women Voters, as well as the City of Tallahassee Independent Ethics Board.



*State Attorney's
Office*

Pat Kelly manages prevention programs and conducts investigations into controlled substance prescription fraud and diversion for a Fortune 500 pharmaceutical & healthcare organization. Pat has over 30 years of public service experience, including chief executive law enforcement positions with two different Florida municipalities and the Florida Attorney General's Office. He also served as a long-time member and Chair of the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission. Kelly has his Bachelor's degree in Criminology from Florida State University, a Master of Science in Management from St. Thomas University, and an Educational & Human Resource Development doctorate, ABD, from Florida International University. In addition, Pat has years of law enforcement consulting experience and has trained police and corrections professionals in diversity, cross-cultural communications, conflict resolution, leadership, and ethics. He is also a graduate of the Florida Martin Luther King Jr. Institute for Nonviolence and has taught undergraduate and graduate business and criminal justice courses for the University of Phoenix Online for over 20 years.



*Florida A&M
University*

Rica Calhoun serves as Chief Compliance and Ethics Officer at Florida A&M University. She is responsible for collaborating with University stakeholders throughout the institution to promote ethical decision-making and compliance with the law, regulation, and policy. Prior to her arrival at FAMU, Ms. Calhoun served as General Counsel, Ethics and Freedom of Information Officer for Western Illinois University (WIU). Ms. Calhoun also served as a member of the enterprise risk management committee, which identified and analyzed risk and compliance across WIU. Ms. Calhoun received her Juris Doctor from the College of William and Mary Marshall Wythe School of Law in Illinois. She graduated from Florida State University with a Master's degree in International Affairs and received her Bachelor's degree in Political Science from the University of Central Florida.



*Public Defender
Office*

Adam Komisar is an attorney practicing criminal defense and civil litigation with Komisar Spicola, P.A. in Tallahassee. A graduate of Chiles High school, Adam attended the University of Florida where he received an undergraduate degree in Business Finance and a Law degree. After law school Adam returned to Tallahassee where he served as an Assistant State Attorney from 2010-12. He is the current president of the Tallahassee chapter of the Florida Association of Criminal Defense Attorneys and a former Chair of the Florida Bar's local grievance committee.

The seats representing **Florida State University** are currently vacant.

The Staff

The Executive Director/Ethics Officer is appointed by and answers to the Independent Ethics Board. He performs the day-to-day functions, including ethics training and preliminary investigations. He is assisted by an administrative specialist and supported by the Board attorney.

Dwight A. Floyd

Executive Director/Ethics Officer

Tasker Levenson-Green

Administrative Specialist

John Reid

Board Attorney

Resources

Independent Ethics Board Website	https://www.talgov.com/Main/ethics.aspx
Sworn Complaint Form	https://www.talgov.com/uploads/public/documents/ethics/eb-complaint-form.pdf
Campaign Contribution Refund Program/Form	https://www.talgov.com/Main/ethics-ccrp.aspx
Ethics Code Municipal Ordinances	https://library.municode.com/fl/tallahassee/codes/code_of_ordinances?nodeId=PTIICOGEO_CH2AD_ARTIINGE_DIV3ETCO

Contact Us

Ethics Hotline – (850) 891-6550
Ethics Officer – (850) 891-6551/(850) 545-5756
Administrative Specialist – (850) 891-6552

Email – ethics@talgov.com

Mailing Address

Independent Ethics Office
300 S. Adams Street, Box A-25
Tallahassee, Florida 32301-1731

American Rescue Plan Act Drawdown

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

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

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (08/2022)								
Type	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	\$ 6,923.28	2,305.66	529.63	1,896.89				11,655.46
Bill Gordan	\$ 7,307.80	1,896.10	559.05	2,003.90				11,766.85
Marc Tallentire	\$ 7,204.19	2,186.10	551.12	1,975.07				11,916.48
Wendy Morse	\$ 962.04	-	73.60	249.07				1,284.71
Rashana Donovan	\$ 2,500.04	-	191.25	695.76				3,387.05
							Total Pay Through 08/2022	40,010.55
Remainder of Year (09/30/2022) Pay for Officers								
Type	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	5,796.00	1,670.00	443.39	1,829.80				9,739.19
Bill Gordan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Marc Tallentire	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Rashana Donovan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
							Total Pay 08/2022 - 09/2022	38,844.00
Other Operational Spending through 09/30/2022								
Hazard Pay for 6 FTEs	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program							10,920.33	10,920.33
2022 Ford Interceptor					Sam Galloway	1	39,937.50	39,937.50
2022 Ford Maverick					Garber Ford	1	21,016.00	21,016.00
2022 Ford F-150					Garber Ford	2	43,877.50	87,755.00
2022 Ford Interceptors					Garber Ford	5	44,787.50	223,937.50
2022 Ford F-150					Design Graphic (UpFit)	2	740.00	1,480.00
2022 Ford Interceptors					Design Graphic (UpFit)	5	589.00	2,945.00
							Total Paid (Operations)	405,925.33
Community Service Aide Program								220,000.00
Body Camera Software								25,000.00
							Voted by Commission	245,000.00
							ARPA Used Salaries	78,854.54
							ARPA Operations Funded	405,925.33
							Amount Remaining From ARPA	\$ 2,650,481.13

Pembroke Park Police

School Resource Officer Program Request

Pembroke Park Schools



Pembroke Park Police

School Shootings past

- As of Dec. 20, there were 300 shooting incidents on school grounds so far in 2022, compared to 250 in 2021 and 114 in 2020, according to the publicly-accessible [K-12 School Shooting Database](#). A decade earlier, 2010 saw 15 school shootings.

School Shootings 2023

- A shooting at an elementary school in Uvalde, Texas, that has killed 19 children and two adults marks the 27th school shooting this year.
- Tennessee shooting is the 28th.
- Many school shootings are now elementary schools.

Pembroke Park Police School Resource Officer (SRO)

Calls for Service 2021 & 2022

- Watkins 375 calls for service
- Lake Forrest 112 Calls for Service

Calls for Service 2023

• Watkins

- October 22 – 9
 - November 22 – 10
 - December 22 – 7
 - January 23 – 13
 - February 23 – 8
 - March 23 – 14
- 61 Total since October 2022**

• Lake Forrest

- October 22 – 7
 - November 22 – 9
 - December 22 – 2
 - January 23 – 4
 - February 23 – 8
 - March 23 – 8
 -
- 38 Total since October 2022**

Broward County School Board Recent Contract for SRO's

- Good evening, all,
- I wanted to provide a brief overview if you did not attend or see today's school board meeting. Two items were on the agenda for school board approval. The first item was a one-year SRO agreement for all participating municipalities. The offer was \$73,000 per SRO. No Supervisor reimbursement was included. The second item was a three-year SRO agreement for all municipalities. The proposal was \$80,000 per SRO assigned per year for three years. No Supervisor reimbursement was included. Representatives from the City Managers' Association, Broward League of Cities, and myself spoke on the items. After much back and forth on the Dias, the school board members ultimately voted on a one-year agreement for the current school year with a reimbursement amount of \$103,000 per SRO and no reimbursement for Supervisors (item passed 6-2). The second item was a three-year agreement with a reimbursement amount of \$103,000 per SRO and no Supervisor reimbursement for Supervisors. We can address a few other things in the three-year agreement (item passed 8-0).
- Overall, I think it is a win for us. I appreciate the support from the City Managers' Association, Broward League of Cities and the Sheriff, who publicly stepped up and supported our position. I appreciate all those who were involved. Your hard work and dedication has paid off. Everyone held firm and stayed united, leaving the school board no other option. We will discuss this further at our meeting next week. Thank you.
- Chris
- ---

Chris O'Brien
Chief of Police
City of Hollywood
Police Department
3250 Hollywood Blvd
P.O. Box 229045

Pembroke Park Police School Resource Officer (SRO)

	Year 4	Year 2 5% Step	Year 3 5% Step
Salary (Step 4)	64,552.00	67,779.60	71,168.58
Cert Pay	645.52	677.80	711.69
Social Security	4,938.23	5,185.14	5,444.40
FRS	19,761.30	20,749.37	21,786.84
Group Insurance	10,740.00	11,491.80	12,296.23
GAP	1,200.00	1,200.00	1,200.00
Flex Benefits	800.00	800.00	800.00
Group Dental/Vision	2,400.00	2,568.00	2,747.76
Group Life	1,200.00	1,284.00	1,373.88
Minnesota Life	1,200.00	1,284.00	1,373.88
	-	-	-
	-	-	-
	107,437.05	113,019.70	118,903.25

Patrol Officer Step Plan	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Base										
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5% Steps
55,504.00	58,279.00	61,193.00	64,552.00	67,465.45	70,838.73	74,380.66	78,099.70	82,004.69	86,104.92	

Price to equip one officer.

Police Vehicle

\$55,000

Police Radio

\$7000 (we have these in stock)

Laptop Computer

\$2500

Firearms (pistol, rifle, ammo)

\$2500

Police Uniforms/equipment (first year)

\$1800.

Total Cost First year

\$68,800 (-) \$7000

\$61,800

Pembroke Park Police School Resource Officer (SRO)

Officer costs for 10 month

- \$103,000 – County reimbursement per officer for 10 months.
- \$89,530.88 – 10-month cost of Officer to reimbursed to the Town by School Board
- (\$8,953.09 per month/per officer)
- \$17,906.18 – Cost to Town per year/per officer.
\$35,812.36 Total cost annually.
- Total Equipment cost is \$122,600 for 2 Officers.
- This is incumbent on hiring at step 4. If we hire at steps 1-3 costs will decrease.
- Total cost first year \$158,600.00

Benefit for Town

- Increased Police Presence at our schools/Town daily
- Same officer assigned to same school all year (enhanced awareness)
- Faster response times in the event of an incident
- Enhanced safety and mentoring for our children
- SROs can lead in-service trainings for school personnel, educate staff about crime and justice issues, and provide training on crime prevention.
- SROs can educate administrators on how to decrease risks and opportunities for problem behaviors by employing the CPTED principles of surveillance, access control, territorial reinforcement, and maintenance.
- Another very important role of the SRO is that of informal counselor. Positive relationships between the SRO and students are consistently identified as a key to success for SRO programs.
- During school closures SRO can supplement law enforcement activities city-wide.

If An SRO Program is approved

We Must start the program NOW!

Officers must be hired

Equipment Purchased

Training requirements for the Officers must be started

RESOLUTION NO. 2023-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 15 of the Town Charter provides for the creation of certain departments and requires the designation of commissioners to serve in charge of such departments; and

WHEREAS, on April 12, 2023, the Town Commission adopted a resolution, pursuant to Section 9 of the Town Charter, appointing members of the commission to serve as Mayor, Vice Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner; and

WHEREAS, in accordance with Section 15 of the Town Charter, the commission now seeks to provide for the oversight of the Town's police services, fire services, Parks Department and Public Works Department; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the oversight positions in the Town, as set forth in this resolution.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

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Section 2. That _____ shall be designated to serve in charge of the police services of the Town of Pembroke Park, Florida.

Section 3. That _____ shall be designated to serve in charge of the fire serves of the Town of Pembroke Park Florida.

Section 4. That _____ shall be designated to serve in charge of the Parks Department of the Town of Pembroke Park, Florida.

Section 5. That _____ shall be designated to serve in charge of the Public Works Department of the Town of Pembroke Park, Florida.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE SHALL BE INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney