



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, January 11, 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 / PROCLAMATIONS	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell Special Commission Meeting, November 12, 2022 Regular Commission Meeting, December 14, 2022 Workshop Commission Meeting, December 28, 2022 11 12 2022 SPECIAL COMMISSION MEETING 12 14 2022 REGULAR COMMISSION MEETING 12 28 2022 WORKSHOP COMMISSION MEETING	4 - 21
7.2. Standard agreement to perform traffic enforcement within gated communities within the Town - Police Chief Howard Staff recommends contracting the Town Attorneys to prepare an agreement with one of our gated communities requesting traffic enforcement Agenda Item Report - AIR-22-203 - Pdf	22
7.3. Traffic MOU with Broward County - Police Chief Howard Staff recommends entering into this agreement in the event law enforcement action occurs outside the Town Agenda Item Report - AIR-22-202 - Pdf	23 - 42
8. RESOLUTIONS	
8.1. Request Redevelopment Units from the Broward County Planning Council - Planning Consultant Vonder Meulen RESOLUTION NO. 2023-001	43 - 51

AN RESOLUTION OF THE TOWN COMMISSION THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE TOWN'S APPLICATION FOR ALLOCATION OF REDEVELOPMENT UNITS, ATTACHED HERETO AS EXHIBIT "A;" REQUESTING THE ALLOCATION OF FIVE HUNDRED AND SIXTY-EIGHT (568) REDEVELOPMENT UNITS FROM BROWARD COUNTY, IN ACCORDANCE WITH POLICY 2.35.1 OF THE BROWARD COUNTY LAND USE PLAN; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY PLANNING COUNCIL AND TO TAKE ANY ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

File No: 22-CP-04

Applicant: Town of Pembroke Park

Location: Town-wide

[2023-001 A Request for Redevelopment Units
Redevelopment Application DRAFT-\(21-12-2022\)](#)

9. ORDINANCES

10. NEW BUSINESS

10.1. Leads Online - Police Chief Howard

52 - 87

Staff recommends purchase of LeadsOnline to bolster our investigative reach.

[Agenda Item Report - AIR-23-001 - Pdf](#)

10.2. Qualifying Period and General Election Discussion - Town Clerk Martell

11. OLD BUSINESS

12. DISCUSSION

12.1. Mayor Jacobs Discussion items:

88

Executive Assistant for the Mayor

Police Payroll

Hallandale Beach Blvd-Pembroke Park Blvd - Direction and investigation to fix the problem.

[Pic Hallandale Bch Blvd - Pembroke Park Blvd](#)

12.2. Evac Truck for Sewerage Spills - Clerk Commissioner Hodgkins

12.3. Termination of Public Services Director - Vice Mayor Dieuveille

89

[Robert Clark termination memo from Dieuveille](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

[Public Services REVISED Emergency Force Main Break](#)

15. COMMISSION REPORTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuville

Mayor Jacobs

16. ANNOUNCEMENTS

16.1. Special Magistrate Hearing, Wednesday, January 18, 2023 at 9:00 AM

Workshop Commission Meeting, Wednesday, January 25, 2023 at 6:00

PM

Charter Review Committee Meeting, Monday, January 30, 2023 at 6:00

PM

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk



MINUTES SPECIAL COMMISSION MEETING

10:00 AM - Saturday, November 12, 2022
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Saturday, November 12, 2022, at 10:00 AM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville; and Clerk Commissioner Bill Hodgkins

EXCUSED:

1. **CALL TO ORDER**
by Mayor Jacobs at 10:05am
2. **PLEDGE OF ALLEGIANCE**
Led by Mayor and Commissioners
3. **ROLL CALL**
4. **ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA**
ADD 11.1 ATTORNEY MELISSA ANDERSON
REMOVE ITEM 12.1 TO A FUTURE MEETING
5. **PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE**
DAVID ROACH SPOKE ON RECORD
GREGG JACOBS SPOKE ON RECORD
6. **PRESENTATIONS**
 1. Proclamations

PROCLAMATION FOR NATIVE AMERICAN HERITAGE MONTH READ BY
VICE MAYOR
DIEUVEILLE

PROCLAMATION FOR POLICE MONTH READ BY MAYOR JACOBS
7. **CONSENT AGENDA**
 1. Approval of Minutes - Town Clerk Martell

10 15 2022 SPECIAL COMMISSION MEETING
10 26 2022 VIRTUAL COMMISSION MEETING

2. Police Department Built-Out Status - Building Official Nunez
3. Salary increase for Joy Brown due to being placed in a new position - Police Chief Howard
4. SW 30th Street Sanitary Sewer Feasibility and Force Main Replacement - Public Services Director Clark
5. Holiday Lighting - Public Services Director Clark
6. Building supervisors take home vehicles - Building Official Nunez

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO ACCEPT THE CONSENT AGENDA

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

8. RESOLUTIONS

NONE

9. ORDINANCES - 1ST READING

1. Amending the responsibilities of the Planning and Zoning Board - Building Official Nunez

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-36 OF CHAPTER 28 "ZONING", ARTICLE II
"ADMINISTRATION" WITHIN THE TOWN OF PEMBROKE PARK CODE OF
ORDINANCES TO FURTHER DEFINE THE RESPONSIBILITIES OF THE
TOWN'S PLANNING AND ZONING BOARD;** PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE ORDINANCE NO. 2022-016

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

2. Amending responsibility for connection to Town system - Building Official
Nunez

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-279 “Responsibility for connection to Town
system” WITHIN CHAPTER 28 “ZONING” AND MOVING THE SECTION TO
CHAPTER 26 “UTILITIES”; RESCINDING ORDINANCE NO. 2022-010;**
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES
AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO APPROVE ORDINANCE NO. 2022-017

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

10. ORDINANCES - 2ND READING

1. Amendment of Election Ordinance - Town Clerk Martell, Town Attorney
Anderson

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 8 “ELECTIONS”, ARTICLE 2 “REGISTRATION OF
ELECTORS”, ARTICLE III “ELECTION PROCEDURE”, ARTICLE IV “POLL
WATCHERS”, AND ARTICLE V “QUALIFICATIONS OF CANDIDATES” OF
TOWN’S CODE TO UPDATE TERMINOLOGY WITHIN THE ARTICLES AND
TO CLARIFY THE DATE FOR CANDIDATE QUALIFICATION;** PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-012

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

2. Commission salary \$10,000 increase - Town Manager Jimenez

ORDINANCE NO. 2022-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN
COMMISSION”, DIVISION 2 “COMPENSATION” TO INCREASE
COMMISSION PAY BY \$10,000 ANNUALLY FOR EACH COMMISSIONER;**
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES
AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-013

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

3. Proposed Dumpster Enclosures Requirements - Building Official Nunez

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING ARTICLE III “DUMPSTERS” WITHIN CHAPTER 11 “GARBAGE
AND REFUSE” OF THE TOWN’S CODE OF ORDINANCE TO REQUIRE
DUMPSTER ENCLOSURES WITHIN THE TOWN;** PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Reynold Dieuveille

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-014

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

4. Proposed change to parking spaces dimensions - Town Ordinance 28-301 -
Building Official Nunez

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL
DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” OF
TOWN’S CODE BY CHANGING THE DISTANCE REQUIREMENTS FOR
OFF-STREET PARKING**; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING
CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-015

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

11. OLD BUSINESS

11.1 TOWN ATTORNEY MELISSA ANDERSON

MOTION TO PART WAYS WITH TOWN ATTORNEY MELISSA ANDERSON (NO
COMPETENCE, NO CONFIDENCE) MADE BY VICE MAYOR DIEUEVILLE, GAVEL
PASSED TO VICE MAYOR DIEUEVILLE, SECONDED BY MAYOR JACOBS

MOTION TO RESCIND PREVIOUS MOTION TO PART WAYS WITH ATTORNEY
MELISSA ANDERSON NO COMPETENCE, NO CONFIDENCE MADE BY VICE
MAYOR DIEUEVILLE, MAYOR JACOBS WITHDREW SECOND.

MOTION TO ALLOW TOWN MANAGER TO COMMENCE NEGOTIATIONS TO
TRANSITION LEGAL DEPARTMENT MADE BY VICE MAYOR DIEUEVILLE,
SECONDED BY MAYOR JACOBS, MOTION PASSED 3-0.

12. NEW BUSINESS

1. Guidance for Formal Investigation - HR Director Friedman

ITEM REMOVED FROM THE AGENDA

2. Megawattage Contract for Standby Generators Maintenance Services - A
Piggyback Contract from the City of Weston (December 2018 to March 2024). -
Public Services Director Clark

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE MEGAWATTAGE CONTRACT FOR STANDBY GENERATORS

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

13. DISCUSSION

1. Winter Wonderland - Events Coordinator Meza

EXECUTIVE ASSISTANT TO THE COMMISSIONERS TO HAVE ADDITIONAL DISCUSSION WITH THE MAYOR

14. ATTORNEY COMMENTS

ATTORNEY SAM GOREN SITTING IN AS TOWN ATTORNEY HAD NO COMMENT

15. TOWN MANAGER COMMENTS

NONE

16. COMMISSIONER COMMENTS

CLERK COMMISSIONER HODGKINS - NONE

VICE MAYOR DIEUVEILLE – NONE

MAYOR JACOBS – ENDED THE MEETING WITH A SAYING “IS BUT HALF TOLD WHEN IT’S ONLY ONE PERSON WHO TELLS IT”

17. ANNOUNCEMENTS

1. Special Magistrate on Wednesday, November 16, 2022 at 9:00 AM
Virtual Workshop Commission Meeting on Monday, November 21, 2022 at 6:00 PM
Turkey Give-A-Way, Monday, November 21, 2022 at 4:00 to 8:00 PM
Winter Wonderland, Sunday, December 18, 2022 from 10:00 AM to 10:00 PM

18. ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 11:10 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission Approved on _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, December 14, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:05pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 7:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuville, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney, Town Attorney; Marlen Martell, Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Dierdre Davis, Administrative Assistant; Mark Pakula, Information Technology Director; Myriam Jacques, Deputy Public Services Director; and Suzi Reutlinger, Assistant to Town Clerk

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA Forward 12.1 to a future meeting and add 10.14.5 Clubhouse

MOTION TO APPROVED AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

5 PRESENTATIONS / PROCLAMATIONS

1. Proposed Legislative Program - Lobbyist Sigerson

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE FINAL TPP LEGISLATIVE PROGRAM

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA NONE

8 RESOLUTIONS

1. Police Union - Town Manager Jimenez

RESOLUTION NO. 2022-022

A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA,
**RECOGNIZING THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
AS THE EXCLUSIVE BARGAINING REPRESENTATIVE OF THE PROPOSED
BARGAINING UNIT COMPRISED OF ALL FULL-TIME, SWORN EMPLOYEES OF
THE TOWN OF PEMBROKE PARK IN THE CLASSIFICATIONS OF POLICE
OFFICERS, POLICE SERGEANTS, AND POLICE LIEUTENANTS;** AUTHORIZING
AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO TAKE
ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS
RESOLUTION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN
EFFECTIVE DATE.

motion to approve 2022-022

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

9 ORDINANCES - 2ND READING

1. Amending the responsibilities of the Planning and Zoning Board - Building Official
Nunez

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING
SECTION 28-36 OF CHAPTER 28 "ZONING", ARTICLE II "ADMINISTRATION"
WITHIN THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES TO FURTHER
DEFINE THE RESPONSIBILITIES OF THE TOWN'S PLANNING AND ZONING
BOARD;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

Town of Pembroke Park
Regular Commission Meeting
December 14, 2022

MOTION TO APPROVE ORDINANCE NO. 2022-016

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER BILL HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

10 NEW BUSINESS

1. Approval of Minutes - Town Clerk Martell

Special Commission Meeting on Saturday, November 12, 2022

MOTION TO APPROVE SPECIAL COMMISSION MEETING NOVEMBER 12, 2022

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

2. 2023 Regular and Workshop Commission Meeting Schedule - Town Clerk Martell

MOTION TO APPROVE REGULAR AND WORKSHOP COMMISSION MEETING

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

3. Service Contract for IT- IT Director Pakula

MOTION TO APPROVE SERVICE CONTRACT

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

4. Consulting Services for the Town of Pembroke Park - IT Director Pakula

MOTION TO APPROVE CONSULTING SERVICES

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

5. Credit Card over \$20,000 for October 2022 - Finance Director Brown

MOTION TO APPROVE CREDIT CARD OVER \$20,000.00

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

6. Request for Extension to the "Amnesty Program" Expiration Date - Building Official Nunez

MOTION TO APPROVE EXTENSION ON AMNESTY PROGRAM

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

7. Police Department Build-Out Contractor Ranking - Building Official Nunez

MOTION TO APPROVE THE POLICE DEPARTMENT BUILDOUT IN AN AMOUNT NOT TO EXCEED 1,064

8. Proposal for Town Minimum Wage for Employees - Mayor Jacobs, HR Director Friedman

MOTION TO APPROVE PROPOSAL FOR MINIMUM WAGE EFFECTIVE JAN 1, 2023
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9. Volunteer Time Off Program - HR Director Friedman

MOTION TO APPROVE VOLUNTEER PROGRAM

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

10. Performance Awards Program - HR Director Friedman

MOTION TO APPROVE PERFORMANCE AWARDS PROGRAM

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

11. Paid Parental Leave Policy - HR Director Friedman

MOTION TO APPROVE PARENTAL LEAVE PROGRAM

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

12. Crossing Guard contract - Police Chief Howard

MOTION TO TABLE CROSSING GUARD CONTRACT

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

13. AFR facial recognition software - Police Chief Howard

14. Internet Service at the Community Center - Clerk Commissioner Hodgkins

15. Retrofit Town Hall Windows and Doors Replacement Award Selection

Recommendation - Public Services Director Clark

16. Emergency sewer repair - 3300 S.W. 30th Street - Public Services Director Clark

17. Emergency sewer repair - 2250 South Park Road - Public Services Director Clark

18. Emergency sewer repair - 3001 S.W. 33rd Avenue - Public Services Director Clark

Town of Pembroke Park
Regular Commission Meeting
December 14, 2022

Informational purposes

19. S.W. 30th Avenue - Sanitary Sewer Improvement Project Study - Public Services
Director Clark

DIRECTION GIVEN TO MOVE FORWARD WITH THE PROJECT

20. Termination of Public Works Director - Town Manager Jimenez, HR Director
Friedman

MOTION TO APPROVE TERMINATION OF PUBLIC WORKS DIRECTOR

MAYOR PASSED GAVEL TO VICE MAYOR DIEUVEILLE

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY MAYOR GEOFFREY JACOBS. MOTION OPPOSED 1-2 VICE
MAYOR REYNOLD DIEUVEILLE AND CLERK COMMISSIONER WILLIAMS
HODGKINS OPPOSED.**

11 OLD BUSINESS

1. Town Attorney Exit Contract - Town Manager Jimenez, HR Director Friedman

MOTION TO TERMINATE WITH OUT CAUSE AND PAY HER 20 WEEKS OF
SEVERANCE

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

2. Interim Town Attorney - Town Manager Jimenez

MOTION TO NAME GORAN CHEROF DOODY & EZROL P.A. AS INTERIM TOWN
ATTORNEY

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

12 DISCUSSION

Mayor discussion items:

Job description and salaries

Public Services Position - \$120,750.08

Deputy Public Services Director - \$94,499.77

Public Works Project Manager - \$76,225.97

13 ATTORNEY REPORTS

14 TOWN MANAGER REPORTS

15 COMMISSION REPORTS

Town of Pembroke Park
Regular Commission Meeting
December 14, 2022

16 ANNOUNCEMENTS

1. Sprinkles and Sparkles Holiday Event, Sunday, December 18th from 12-8 PM
Special Magistrate Hearing, Wednesday, December 21st at 9:00 AM
Workshop Commission Meeting, Wednesday, December 28th at 6:00 PM

17 ADJOURNMENT

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.



TOWN OF PEMBROKE PARK
Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
Wednesday, December 28, 2022
6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 6:04pm

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Chief of Police; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADD 2023
STATE OF LEGIONS AS 16.1
ADD EPA ON SUPERFUND CLEANUP AS 5.1

MOTION TO APPROVE THE AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUEVILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

5 PRESENTATIONS

1. EPA SUPERFUND CLEANUP
BOB RULE WITH D MAXIMIS INC SPOKE ON RECORD
COPY OF PRESENTATION TO BE SENT TO EACH COMMISSIONER

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane

CHIEF KANE ABSENT
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. Building Department Report for November 2022
REPORT SUBMITTED FOR COMMISSION REVIEW

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Enforcement Report - Nov 2022
CHIEF CODE ENFORCEMENT OFFICER RAMIREZ ABSENT
CHIEF BUILDING OFFICIAL NUNEZ PRESENTED TO THE COMMISSION
REPORT SUBMITTED FOR COMMISSION REVIEW

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. Finance Department Report
REPORT SUBMITTED FOR COMMISSION REVIEW

10 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Standard agreement to perform traffic enforcement within gated communities within the Town
ITEM PLACED ON CONSENT

2. Traffic
MOU with Broward County
ITEM PLACED ON CONSENT

11 PLANNING CONSULTANT NONE

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

12 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Human Resources Monthly Update
REPORT SUBMITTED FOR COMMISSION REVIEW

13 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK
REPORT SUBMITTED FOR COMMISSION REVIEW
INSPECTION MUST TAKE PLACE PRIOR TO CLOSING THE ROAD

15 OLD BUSINESS

1. BEACH HOUSE IN BAMBOO PARK
BUILDING IS CURRENTLY LOCKED UP
UPDATE TO BE BROUGHT TO NEXT MEETING

16 NEW BUSINESS

1. MPO 2023 STATE OF THE REGION ANNUAL AWARDS
DIRECTIVE TO GET A TABLE

17 DISCUSSION NONE

18 TOWN CLERK COMMENTS TOWN CLERK MARTELL SHARED WITH THE
COMMISSION ON ELECTION INFORMATION

19 ATTORNEY COMMENTS

20 TOWN MANAGER COMMENTS

1. Fire Assessment

RESOLUTION 2022-023

A RESOLUTION OF THE TOWN OF PEMBROKE PARK CONFIRMING THE
**COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND
COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE TOWN WHICH
MAY BE LEVIED BY THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE
PROVISION OF FIRE RESCUE SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT ON FEBRUARY 8TH MEETING

2. Discussion on the process to hire a permanent legal firm or in-house attorney

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

DIRECTIVE TO PROCEED WITH RFP

21 COMMISSIONER COMMENTS

1. Clerk Commissioner Hodgkins - NONE

Vice Mayor Dieuveille - NONE

Mayor Jacobs - MAYOR CONFERENCE IN WASHINGTON DC JANUARY 17-20

MAYOR STATED THAT HE'S BEEN REQUESTED TO SPEAK AT THE CIVIL RIGHTS
CONFERENCE IN LONDON, UK

22 ANNOUNCEMENTS

1. Election Qualifying begins Tuesday, January 3, 2023 at noon and ends Friday,
January 6, 2023 at noon

Planning and Zoning Board Meeting, Thursday, January 5, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, January 11, 2023 at 7:00 PM

Special Magistrate Hearing, Wednesday, January 18, 2023 at 9:00 AM

Workshop Commission Meeting, Wednesday, January 25, 2023 at 6:00 PM

Charter Review Committee Meeting, Monday, January 30, 2023 at 6:00 PM

23 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING
ADJOURNED AT 7:23PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

AGENDA ITEM REPORT



To:

Subject: Standard agreement to perform traffic enforcement within gated communities within the Town

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - December 28, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Gated communities restrict public access hence these agreements bolster our position in the courts in the event we cite for a traffic infraction

FINANCIAL IMPACT:

Unknown as it is based upon attorney fees

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends contracting the Town Attorneys to prepare an agreement with one of our gated communities requesting traffic enforcement

ALTERNATIVES:

None

AGENDA ITEM REPORT



To:

Subject: Traffic
MOU with Broward County

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - December 28, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

FINANCIAL IMPACT:

\$0

RECOMMENDATION:

Staff recommends entering into this agreement in the event law enforcement action occurs outside the Town

ATTACHMENTS:

[Law Enforcement Mutual Aid Agreement for Traffic Enforcement](#)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
TRAFFIC ENFORCEMENT**

The undersigned Governmental Entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225 (1), (2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering traffic enforcement activities across jurisdictional boundaries in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity. This Agreement shall be separate and apart from the current Countywide Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

The undersigned Governmental Entities agree to permit traffic enforcement and assistance, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

I. ENFORCEMENT OF TRAFFIC LAWS.

- A. The undersigned governmental entities recognize the dangers of aggressive and dangerous driving and that there is a need for a continuing countywide effort to reduce the number of traffic related incidents and fatalities. As such, when an officer of a municipality observes a traffic infraction occurring in that officer's presence at any location within Broward County, the municipal officer may take appropriate action to enforce the traffic laws of the State of Florida, and may issue traffic citations, notices to appear, or make physical arrests as the circumstances warrant. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Chapter 932.701-706, Florida Statutes, and/or take action that is necessary and appropriate to protect the safety of the public as may be appropriate under the circumstances. Nothing in this Agreement is intended to broaden the pursuit policies of the agencies involved. Such officer shall notify the jurisdiction in which the violation occurred of the incident and the action taken at the time it is taken, or as soon thereafter as practicable.
- 1) It is the intent of the undersigned governmental entities that Subsection A apply to on-duty and off-duty Law Enforcement Officers, while in properly equipped patrol vehicles, employed by the undersigned entities, subject to the specific rules and regulations as promulgated by each agency concerning its operations pursuant to this Agreement.
- B. Municipal law enforcement officers enforcing traffic laws pursuant to this Agreement shall be under the direction, authority and control of the commanding officers of their employing agency.

- C. All fines and/or fees shall accrue to the jurisdiction in which the offense was committed. Each ticket issued by municipal law enforcement officers shall clearly indicate the city and/or unincorporated area in which the offense occurred. Distribution of fines is generally governed as follows, pursuant to the Broward County Clerk of the Courts Office:

For disbursements related to the ticketing police officer's municipality/agency and the municipality where the ticket was issued, funds are disbursed as follows:

1. a \$2.00 fee is disbursed to the police officer's municipality/agency pursuant to section 318.18(11)(d) and 938.15, Florida Statutes, and
2. an amount equal to 50.8% of the remainder of the civil penalty imposed is disbursed to the municipality where the ticket was issued, pursuant to section 318.21(2)(g)2, Florida Statutes.

Consequently, a disbursement is made to **both** the ticketing police officer's municipality/agency and to the municipality where the infraction occurred.

- D. The proceeds of any forfeiture action arising out of action taken pursuant to this Agreement shall be shared equally between the agency taking the action and the agency having original jurisdiction. It shall be the responsibility of the agency taking action pursuant to this Agreement to prosecute any forfeiture proceedings. Pursuant to Ch. 932.7055, Florida Statutes, the costs of the forfeiture proceedings shall be deducted from the net proceeds of any settlement or award of forfeiture.
- E. This Agreement shall constitute an ongoing request for assistance between the parties and no other formal request for assistance shall be necessary prior to taking any action contemplated herein.
- F. Terms and Procedures:
- 1) The Chief of Police of the agency, or designee, shall have the sole authority to determine whether personnel from that agency provide traffic enforcement assistance across jurisdictional boundaries.
 - 2) An officer taking action pursuant to this Agreement shall notify the agency having original jurisdiction as soon thereafter as possible, preferably while on scene. Additionally, the Broward Sheriff's Office Communications Division will be notified of the action taken by the municipal officer within twenty-four hours of the traffic stop made pursuant to this agreement.
 - 3) Whenever the employees of one party to this agreement are taking action pursuant to the authority provided for in this Agreement, such employees

shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.

- 4) To facilitate this process while at the same time prioritizing officer safety, radio communications will initially occur on the officer's home radio channel. The 911 Center, hereinafter referred to as Dispatch, will assist when requested to coordinate transferring subsequent communications to the agency having jurisdiction at the location of the traffic stop to ensure coordination between the agencies. Dispatch shall also have available court date information for the jurisdiction where the stop took place, and any citations issued will be returnable to the appropriate court facility for the jurisdiction in which the stop occurred.

Dispatch, as well as the initiating officers, should remain keenly aware and vigilant in identifying an accurate location for the stop so that officers from the home jurisdiction can respond in a timely fashion.

Should a subject/arrestee's vehicle need to be towed, it will be towed by the appropriate vendor providing service to the municipality in which the stop was made and the request will be coordinated with the agency having original jurisdiction over the location of the stop.

- 5) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 6) Each agency shall be responsible for bearing any cost associated with the loss or damage to any equipment or property used during action taken pursuant to this Agreement.
- 7) Each agency shall bear all costs associated with any negligent act or omission taken by an employee of their own agency. Nothing herein is intended as a waiver of sovereign immunity to which any party may be entitled.
- 8) Each agency shall promulgate rules and regulations concerning its operations pursuant to this Agreement.

II. **SEVERANCE/TERMINATION**. Any of the undersigned governmental entities shall have the unconditional right to withdraw from this agreement upon giving a thirty (30) day written notice to the Sheriff of Broward County and to the Chief of Police of the remaining member entities.

III. **DURATION OF AGREEMENT**. This Agreement shall be in effect from May 1, 2019 through April 30, 2023, among those governmental entities executing this

agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity.

IV. ADDING ADDITIONAL AGENCIES: Agencies that elect to enter into this Agreement at a later date may do so by executing the Agreement and providing copies to the other agencies to the Agreement.

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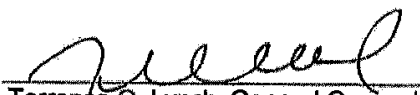
**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC
ENFORCEMENT**

GREGORY TONY, SHERIFF OF BROWARD COUNTY


GREGORY TONY
Sheriff

Date: 3/21/19

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: 
Terrence O. Lynch, General Counsel
LF

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF COCONUT CREEK

BY: Mary C. Blasi 4/2/19
Mary C. Blasi, City Manager / Date

(CORPORATE SEAL)

ATTEST:

Leslie Wallace May 4/2/19
Leslie Wallace May, City Clerk / Date

APPROVED AS TO FORM:

Terrill C. Pyburn 4/1/19
Terrill C. Pyburn, City Attorney / Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Mary C. Blasi, City Manager

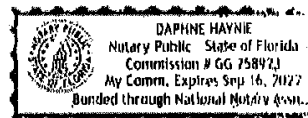
(Insert Names and Official Titles)

of the City of Coconut Creek, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Coconut Creek and the same is the act and deed of the City of
Coconut Creek

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Coconut Creek, in the State and County aforesaid on this, the 2nd day of
April, 2019.

(SEAL)

Daphne Haynie
Notary Public
My Commission Expires:



**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

[Signature]
[Signature]

(CORPORATE SEAL)

CITY OF: Coral Springs

BY: [Signature]
(Signature)

Charles H. Pung
(Print Name)

Chief of Police
(Official Title)

ATTEST: [Signature]
City Clerk (Signature)

Debra Thomas
City Clerk (Print Name)

APPROVED AS TO FORM:

[Signature]
City Attorney (Signature)

Andrew Dunkiel
Asst. City Attorney (Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Charles H. Pung, Chief of Police
(Insert Names and Official Titles)

of the City of Coral Springs, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Coral Springs and the same is the act and deed of the City of
Coral Springs.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Coral Springs, in the State and County aforesaid on this, the 27th day of
March, 2019.

(SEAL)



STEPHANIE HVERO
MY COMMISSION # 00099226
EXPIRES: April 2, 2021
Bonded Through Notary Services

[Signature]
Notary Public
My Commission Expires:

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

DAVIE POLICE DEPARTMENT

BY:
(Signature)

DALE ENGLE

CHIEF OF POLICE

Date:

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
TRAFFIC ENFORCEMENT

CITY OF FORT LAUDERDALE


Rick Maglione
Chief of Police

3/6/19
Date


Christopher J. Lagerbloom
City Manager
Pursuant to Resolution No. 00-24

030319
Date

Approved as to form:

By: 
Bradley H. Weissman
Assistant City Attorney/ Police Legal Advisor

3-5-19
Date

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

(CORPORATE SEAL)

CITY OF: Hallandale Beach

BY: _____

(Signature)

Greg Chavarria

(Print Name)

Interim City Manager

(Official Title)

ATTEST:

(Signature)
City Clerk (Signature)

Veronica M. Guillen
City Clerk (Print Name)

APPROVED AS TO FORM:

(Signature)
City Attorney (Signature)

Jennifer Marino
City Attorney (Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

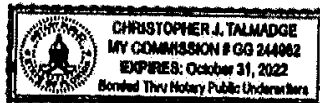
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: _____

(Insert Names and Official Titles)

of the City of Hallandale Beach, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Hallandale Beach and the same is the act and deed of the City of
Hallandale Beach

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Hallandale Beach, in the State and County aforesaid on this, the 11 day of
March, 2019.

(SEAL)



Notary Public

My Commission Expires:

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

Wm M M

William M. Serrano

(CORPORATE SEAL)

CITY OF:

Hillsboro Beach

BY:

Deborah L. Tarrant
(Signature)

Deborah L. Tarrant
(Print Name)

Mayor
(Official Title)

ATTEST:

Sherry D. Henderson
City Clerk (Signature)

Sherry D. Henderson
City Clerk (Print Name)

APPROVED AS TO FORM:

D.J. Doody
City Attorney (Signature)

D.J. Doody
City Attorney (Print Name)



STATE OF FLORIDA)
COUNTY OF BROWARD)

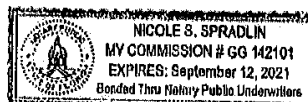
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Deborah L. Tarrant - Mayor
(Insert Names and Official Titles)

of the City of Hillsboro Beach, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Hillsboro Beach and the same is the act and deed of the City of
Hillsboro Beach

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Hillsboro Beach, in the State and County aforesaid on this, the 5 day of
MARCH, 2019.

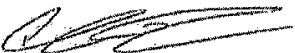
(SEAL)

[Signature]
Notary Public
My Commission Expires:



**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

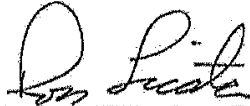
HOLLYWOOD POLICE DEPARTMENT

BY: 
Chris O'Brien, Chief of Police

Date: 2-11-2020

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

ROSS LICATA, CHIEF OF POLICE
CITY OF LIGHTHOUSE POINT

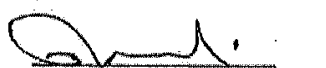
A handwritten signature in cursive script, appearing to read "Ross Licata", written over a horizontal line.

ROSS LICATA
Chief of Police

Date: 3/11/19

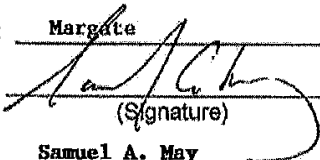
**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

(CORPORATE SEAL)

CITY OF: Margate

BY: 
(Signature)

Samuel A. May

(Print Name)

City Manager

(Official Title)

ATTEST:

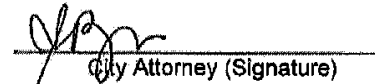

City Clerk (Signature)

Kavanaugh

Joseph J. Kavanaugh - MMC

City Clerk (Print Name)

APPROVED AS TO FORM:


City Attorney (Signature)

Shana Blumenthal

City Attorney (Print Name)

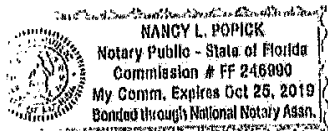
STATE OF FLORIDA)
COUNTY OF BROWARD)

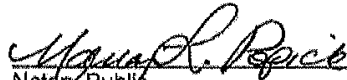
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Samuel A. May, City Manager
(Insert Names and Official Titles)

of the City of Margate, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Margate
Margate and the same is the act and deed of the City of

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Margate, in the State and County aforesaid on this, the 7th day of
March, 2019.

(SEAL)




Notary Public

My Commission Expires: 10/25/19

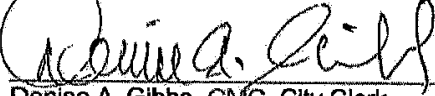
**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF MIRAMAR, FLORIDA

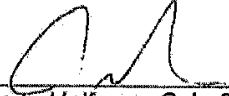
For:

By: 
Vernon E. Hargray, City Manager

ATTEST:


Denise A. Gibbs, CMC, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By: 
Weiss Serota Helfman, Cole & Bierman, P.L.,
City Attorney 

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

Bernice S. Sanner
Joseph McKeelmen

(CORPORATE SEAL)

CITY OF PLANTATION

BY: W. Howard Harrison
(Signature)

W. Howard Harrison
(Print Name)

Chief of Police
(Official Title)

ATTEST:

Susan K. Slattery
City Clerk (Signature)

Susan Slattery
City Clerk (Print Name)

APPROVED AS TO FORM:

Melissa Zeiniker-Presser
Police Legal Advisor (Signature)

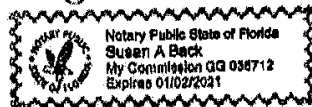
Melissa Zeiniker-Presser, Esq.
Police Legal Advisor (Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: W. Howard Harrison, Chief of Police, Susan K. Slattery, City Clerk
(Insert Names and Official Titles)
of the City of Plantation, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Plantation and the same is the act and deed of the City of
Plantation

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Plantation, in the State and County aforesaid on this, the 17th day of
February, 2019.

(SEAL)



Susan A. Beck
Notary Public
My Commission Expires:

1/2/21

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

[Signature]
[Signature]

(CORPORATE SEAL)

VILLAGE OF: SEA RANCH LAKES

BY:

[Signature]
(Signature)

Alex Soto
(Print Name)

Mayor
(Official Title)

ATTEST:

Starr Paton
VILLAGE Clerk (Signature)

Starr Paton
VILLAGE Clerk (Print Name)

APPROVED AS TO FORM

[Signature]
Village Attorney (Signature)

D.J. Doody
Village Attorney (Print Name)

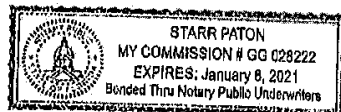
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Alexander Soto Mayor + D.J. Doody City Attorney
(Insert Names and Official Titles)

of the City of Sea Ranch Lakes, a municipal corporation of Florida, and acknowledged
they executed the foregoing Agreement as the proper official of the City of
Sea Ranch Lakes and the same is the act and deed of the City of
Sea Ranch Lakes.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Sea Ranch Lakes in the State and County aforesaid on this, the 14th day of
March, 2019.

(SEAL)



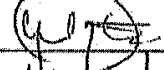
Starr Paton
Notary Public
My Commission Expires: 1/8/2021

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

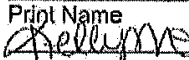
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

WITNESSES:

CITY OF WILTON MANORS



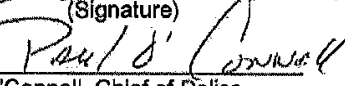
Vincent Attardo

Print Name


Kelly Ajo
Print Name

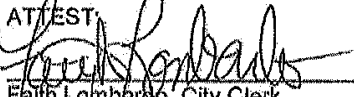
BY:



(Signature)

Paul O'Connell, Chief of Police

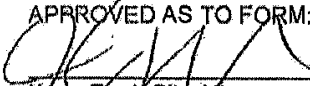
(CORPORATE SEAL)

ATTEST:



Faith Lombardo, City Clerk

APPROVED AS TO FORM:



Kerry Errol, City Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, did personally appear: Paul O'Connell, Chief of Police of the City of Wilton Manors, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Wilton Manors and the same is the act and deed of the City of Wilton Manors.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Wilton Manors, in the State and County aforesaid on this, the 4 day of October, 2019.



(SEAL)

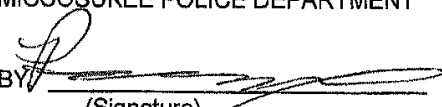


Notary Public
My Commission Expires: 11/12/19

{00327013 | 2976-920|291}

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

MICCOSUKEE POLICE DEPARTMENT

BY 

(Signature)

PETTIES OSCEOLA, JR., LAWMAKER
MICCOSUKEE BUSINESS COUNCIL

Date: 12-8-20

RESOLUTION NO. 2023-001

AN RESOLUTION OF THE TOWN COMMISSION THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN'S APPLICATION FOR ALLOCATION OF REDEVELOPMENT UNITS, ATTACHED HERETO AS EXHIBIT "A;" REQUESTING THE ALLOCATION OF FIVE HUNDRED AND SIXTY-EIGHT (568) REDEVELOPMENT UNITS FROM BROWARD COUNTY, IN ACCORDANCE WITH POLICY 2.35.1 OF THE BROWARD COUNTY LAND USE PLAN; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY PLANNING COUNCIL AND TO TAKE ANY ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Broward County's most recent Unified Flexibility Table, the Town of Pembroke Park (the "Town") currently has 118 flexibility "flex" units or redevelopment units available for allocation; and

WHEREAS, Policy 2.35.1 of the Broward County Land Use Plan permits the Town to apply for an increase in its flex unit allocation to 568, which is 15% of the number of dwelling units permitted by the certified land use plan, if the Town demonstrates a commitment for at least 10% very low or low affordable housing, with a legally enforceable mechanism for a minimum period of 15 years; and

WHEREAS, the Town's professional planning consultant has prepared an application for the allocation of redevelopment units, detailing the Town's legal basis and justification for this request, a copy of the application is attached as Exhibit "A;" and

{00548796.2 3399-0000000 }

WHEREAS, the Town has conducted multiple public input meetings to explain the future development plans for the Town, including the need for the additional flex units; and

WHEREAS, the Town Commission finds that approving the application for additional flex units and requesting such additional units from Broward County is in the best interest of the citizens and residents of the Town.

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.

Section 2. The Town Commission of the Town of Pembroke Park, Florida hereby approves the Town’s application for redevelopment units attached hereto as Exhibit “A.” In accordance with the application and Policy 2.35.1 of the Broward County Land Use Plan, the Town hereby requests the allocation of 568 redevelopment units from Broward County.

Section 3. The property Town officials are hereby authorized and directed to transmit a certified copy of this resolution to the Broward County Planning Council and to take any and all action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Town Attorney



TOWN OF PEMBROKE PARK APPLICATION FOR ALLOCATION OF REDEVELOPMENT UNITS

DECEMBER 19, 2022

TOWN OF PEMBROKE PARK TOWN PLANNING

3150 SW 52nd Avenue Pembroke
Park, Florida 33023 954.966.4600
www.tppfl.gov

TRANSMITTAL INFORMATION

A. LETTER OF TRANSMITTAL TO THE PLANNING COUNCIL.
To be provided

APPLICANT INFORMATION

A. Name, Title, Address, Telephone, and E-mail of the applicant(See example below)

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023
954-849-8575
TownPlanner@tppl.gov

UPDATED TABLE OF FLEXIBILITY AND/OR REDEVELOPMENT

UPDATED FLEXIBILITY TABLE DEMONSTRATING THAT FEWER THAN 250 COMBINED “FLEXIBILITY UNITS” OR “REDEVELOPMENT UNITS,” OR 10% OF THE NUMBER OF DWELLING UNITS PERMITTED BY THE CERTIFIED MUNICIPAL LAND USE PLAN, WHICHEVER IS LESS, ARE AVAILABLE WITHIN THE MUNICIPALITY.

Policy 2.35.1 of the Broward County Land Use Plan (“BCLUP”) states that “Municipalities that have fewer than 250 combined ‘Flexibility Units’ or ‘Redevelopment Units’ may apply to the Broward County Planning Council for the allocation of ‘Redevelopment Units’ in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan, whichever number is less.” As per the most recent Unified Flexibility Table the Town of Pembroke Park (the “Town”) currently has 118 Flexibility (“Flex”) Units available for allocation. Policy 2.35.1 also provides that the application may be increased to 750, or 15% of the number of dwelling units permitted by the

certified land use plan, whichever number is less, if the municipality demonstrates a commitment for at least 10% very low or low affordable housing, with a legally enforceable mechanism for a minimum period of 15 years. Pursuant to Policy 2.35.1, the Town is requesting the allotment of its first 568 Redevelopment Units to replenish its general “flex pool.”

<u>TOWN OF PEMBROKE PARK ALLOCATION OF FLEX AND RESERVE UNITS (WHICH DID NOT REQUIRE AN AMENDMENT TO THE LOCAL LAND USE PLAN) CALENDER YEAR 2022</u>			
	<u>TOTAL</u>	<u>ALLOCATED</u>	<u>BALANCE</u>
<i>FLEX</i>	213	95	118
<i>RESERVE</i>	117	117	0
<i>AFFORDABLE</i>	33	33	0

MAP OF RECEIVING AREAS SUITABLE FOR REDEVELOPMENT

MAP IDENTIFYING AREAS WHICH ARE APPROPRIATE (RECEIVING AREAS) AND NOT APPROPRIATE (NON-RECEIVING AREAS) FOR ALLOCATIONS OF “REDEVELOPMENT UNITS,” CONSISTENT WITH AN ADOPTED MUNICIPAL PLAN OR PLANS, SUCH AS COMPREHENSIVE PLANS, REDEVELOPMENT PLANS, VISION PLANS, OR SIMILAR PLANS THAT HAVE BEEN THE SUBJECT OF MUNICIPAL PUBLIC PARTICIPATION AND INPUT.

The Town has had numerous public participation meetings on the vision for redevelopment of the Town and changes necessary to facilitate the vision which will require redevelopment units and updated land development code modifications. The meetings included the Town Commission Workshop on September 28, 2022, a Special Town Commission Meeting on October 15, 2022 and a Planning and Zoning Board Meeting of October 6, 2022. Paramount to the redevelopment vision is the allocation of Redevelopment Units to the appropriate areas which are identified on the Receiving Areas Map, attached hereto as Attachment “A.” The Town is nearing build-out and, redevelopment will mainly occur through infill and redevelopment of the existing commercial corridor and the SW 30th Avenue corridor. An analysis of the existing land uses in the city indicates that the appropriate allocation of redevelopment units is along the major commercial corridor (Hallandale Beach Boulevard) and on SW 30th Avenue where a mixed-use entertainment district is proposed. Other commercial land use areas in the Town have been included since many of those locations may no longer be viable for commercial uses.

The Town will work with developers on the allocations of Redevelopment Units to ensure that the Town's Land Development Code is followed, meeting affordable housing requirements and making the project compatible with any adjacent uses through design and buffers.

LAND USE COMPATIBILITY AND PUBLIC SERVICES

DEMONSTRATE SUFFICIENT CAPACITY FOR IMPACTS TO PUBLIC FACILITIES AND SERVICES, INCLUDING PUBLIC SCHOOLS.

Concurrency determinations will be made at time of plan review to ensure the availability of public facilities and their adequacy to meet established acceptable levels of service as provided in the Comprehensive Plan and Land Development Code sections. Adequate public services are available or will be available prior to development of areas outlined in the Receiving Area Map.

Potable Water

The Town receives potable water from Broward County. In the Demand Report for the Town dated December 14, 2022, based on the total peak demand was 632 GPM calculated by square footage and conceptual future use of the land. Based on the Level of Service in the Comprehensive Plan of 103 per capita per day the Redevelopment Units will generate is 152,110 gallons per day ("gpd"). Broward County will have adequate capacity to meet peak water demands from existing residents and commercial customers and from the requested Redevelopment Units over the planning period.

Wastewater

The Town receives wastewater treatment from the City of Hollywood Wastewater Treatment Plant. The Sanitary Sewer Demand Report prepared for the Town dated December 14, 2022, indicated that the total peak demand would be 909,800 GPD. The Level of Service in the Comprehensive Plan is 258 gallons per capita per day. The anticipated demand that the redevelopment units will generate is 381,014 gallons per day. Portions of the proposed receiving area currently are utilizing septic tanks which the Town is proposing to be eliminated with a new wastewater system and incorporated into the Hollywood system that will require further agreements between the City and Town.

Solid Waste

The Town contracts with Waste Management, Inc., to collect and dispose of solid waste material and garbage within the Town. The Town has adopted level of service standard for residential at 8.9 pounds per residential unit per day. Solid waste is collected and transported to the Wheelabrator waste to energy plant on State Road 7. The facility is projected to have capacity through 2030 with a remaining capacity of 19 million cubic yards and an average annual consumption of 1.5 million cubic yards. Analysis indicates the 568 Redevelopment Units will generate 5,055 pounds per day which is within the facility capacity.

Parks and Recreation

The adopted level of service for recreation and open space in the Town is three acres per 1,000 residents. It is anticipated that the requested Redevelopment Units will generate a demand for 4.4 acres of park land. The Town has 36.8 acres of parks which is enough park land to accommodate the proposed request and meets the Town's level of service for the projected population beyond the current planning horizon.

Public Schools

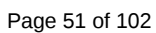
Every development application with residential units must receive a School Capacity Availability Determination (SCAD) letter from the Broward County ensuring school concurrency is met prior to issuance of a permits. This time, there are no capacity issues reported within the Town.

COMPLIANCE WITH BCLUP POLICIES ON AFFORDABLE

THE MUNICIPALITY SHALL ENSURE COMPLIANCE WITH BROWARD COUNTY LAND USE PLAN POLICIES REGARDING AFFORDABLE HOUSING.

In conformity with Policy 2.16.1 of the BCLUP, the Town is currently working on a text amendment to its Land Development Code to establish standards for the review and approval of Flex/Redevelopment Units allocation requests. Specifically, the Town will require a minimum of 15 percent of all Flex/Redevelopment Units allocated to a specific site be priced affordable to households at or below 120 percent of the Area Median Income ("AMI") adjusted for family size, pursuant to a deed restriction or any other legally enforceable agreement. The regulations will include deed restricting the units for a minimum of 15 years consistent with the affordable housing policies of the BCLUP.

Redevelopment Receiving Areas Map



AGENDA ITEM REPORT



To:

Subject: Leads Online

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - January 11, 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

The price is by the size of the agency, regardless of how many will actually be using it. It could be made available to all of our officers. The database would consist of pawned items, OfferUp, Ebay listings as well as access to RMS data from participating agencies nationwide.

The company was able to verify that all of the pawn dealers in our jurisdiction are reporting to them and are current.

The RMS data that is available is a great tool for doing background checks as well as on the road to identify suspects or locate people. If the person was a victim, suspect, or witness in a case from a participating agency, they will show up along with address, phone as well as the actual narrative of the incidents they were involved in. It would lend itself well to background checks as well. It is in use by most, if not all, Broward County agencies.

FINANCIAL IMPACT:

\$3000 annually for three year contract w/no more then a 3% increase For Power Plus package

RECOMMENDATION:

Staff recommends purchase of LeadsOnline to bolster our investigative reach.

ATTACHMENTS:

[Pembroke Park FL PD - LeadsOnline Proposal 12.27.2022](#)

[Pembroke Park Police Department - LeadsOnline Agreement 1.5.2023](#)

[Pembroke Park FL sole source](#)

Roy Brown, Finance & Budget
Director

Town Attorney, Town Attorney
JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Jan 04 2023

Approved - Jan 05 2023

Pending

None

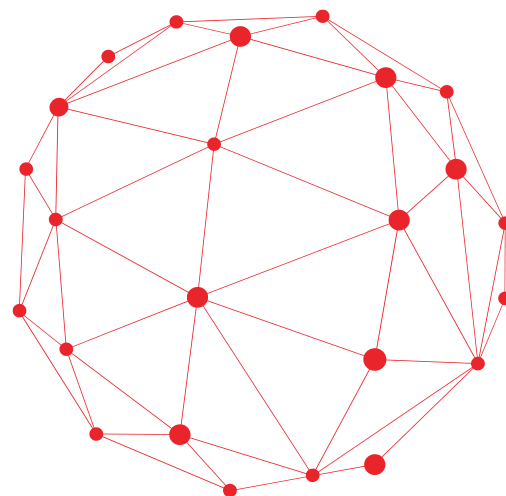
PROPOSAL PREPARED FOR

Pembroke Park Police Department

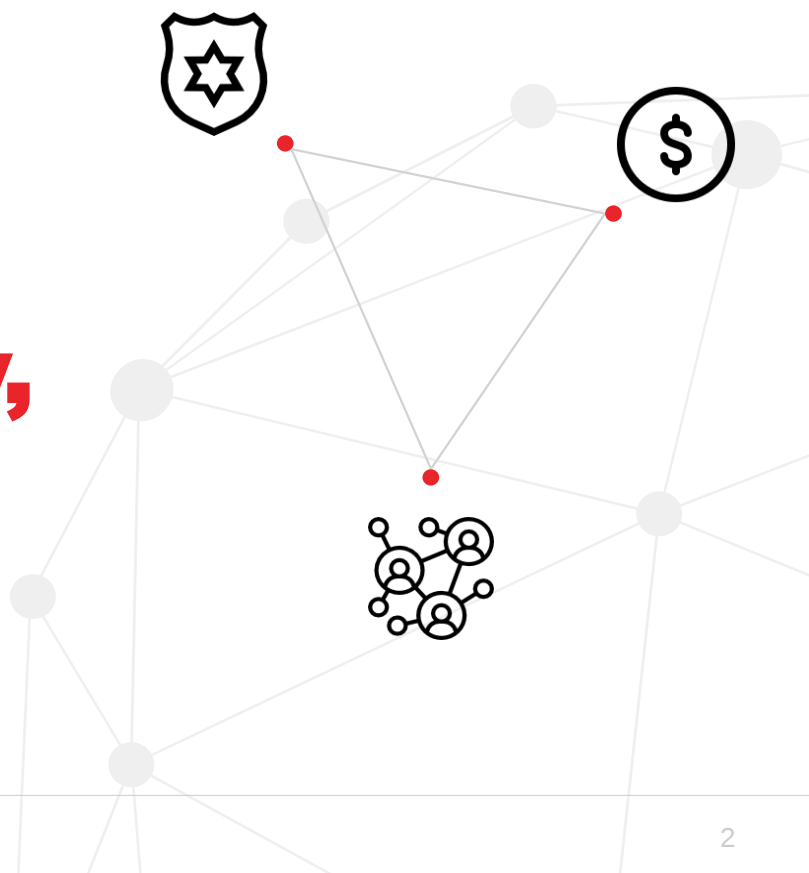
Page 3 of 36

Advance cases faster with LeadsOnline

**Get accurate information on suspects,
stolen items, and criminal activity patterns.
All in one place.**



**We're the
link between
investigators,
stolen property,
and suspects.**



Call Us (800) 311-2656

Our mission

We exist to advance cases, careers, causes, and compliance with our unique data, well-designed technology, and exceptional teamwork.



Current Scenario

- Understaffed with more retirements coming
- Inefficient technology ecosystem
- Hard to find and recruit top talent
- Limited to jurisdictional intelligence



Future Scenario

- Increased productivity
- Nationwide network
- The right tools in the right hands
- Automated, ongoing searches
- Inspire faith among your residents
- More successful prosecutions

**More agencies trust
LeadsOnline for their
investigations than all
other platforms.**



Call Us (800) 311-2656

5,000

Over 5,000 law enforcement agencies use LeadsOnline to advance their cases faster by casting a nationwide data net to catch criminals no matter where they try to hide.



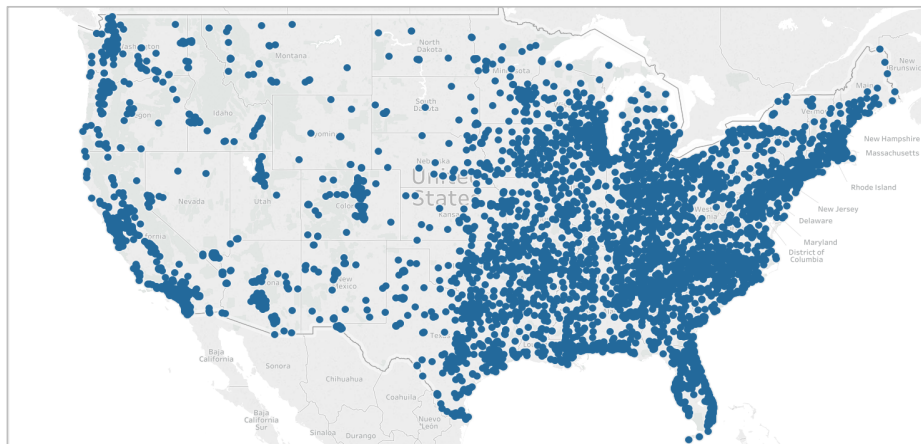
"We had more success in our very first week with LeadsOnline than in all last year using other information sources."

—Washington County Sheriff's Office, Oregon

Call Us (800) 311-2656

More than 20,000 businesses from all 50 states have chosen LeadsOnline to help them comply with local reporting ordinances.

Page 8 of 36



Why LeadsOnline?

Because LeadsOnline:

- Is free for businesses
- Accepts all file formats
- Supports businesses without their own software
- Serves them just like paying clients

Notable corporate partnerships

OfferUp

EZCORP®

GameStop®

BAM!
BOOKS-A-MILLION

**BEST
BUY**

FirstCash®

ebay

ecoATM

TheRealReal

Call Us (800) 311-2656

No agency starts out with a budget set aside for LeadsOnline. But 5,000+ agencies have gotten it funded.

Here's why:



Out of Jurisdiction

Out of town is out of reach. You know it. The crooks know it.



Ongoing Evidence Collection

LeadsOnline will keep looking for people and property in your cases even after your initial search to allow you to multiply your time without missing key information.



Technology as a Time Suck

Most databases waste time instead of boosting productivity. Yet ours provides actionable connections and intelligence that drive successful investigations and prosecutions.



Accurate Information

Misspelled or mistyped names or serial numbers are not a problem with LeadsOnline. We seamlessly turn the information you've been given into actionable intelligence on people, property, patterns of activity, known associates, and more. No asking your team or businesses to "do better".

Unlimited users. Unlimited searches. Unlimited cases. Unlimited access. Unlimited training.

Call Us (800) 311-2656

It's not just a software

**You're getting a whole team of nerds
who love to help you solve crimes!**

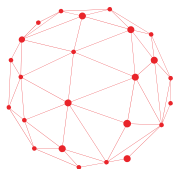
Seriously, we're here for you. All the time.

Your team works tirelessly to protect and serve.
We work every day to optimize and support your efforts.
Call us when you need us. Our number is on every page.

Even better, our computers work around the clock and don't even
need coffee!



Call Us (800) 311-2656



PRODUCTS

Find intelligence on people, property, and patterns to advance cases, while reducing the hassles of reporting.



Real Time Crime

Technology Doing More



PowerPlus

Nationwide Coverage+ Advanced Tools



TotalTrack

Nationwide Coverage

Call Us (800) 311-2656

Real Time Crime

**Technology doing more.
Let your cases run themselves.**

Real Time Crime (RTC) works your open, active cases AND cold cases behind the scenes to support your detectives and crime analysts.

RTC isn't only about property crimes, it's about **automatically** running every person and item on all cases to find actionable leads to advance every case.

We get the ball moving to make it easier for your team to carry cases across the finish line.

With RTC, you can identify, track, and address crime patterns that no other system can show you.

Confidently tell every victim their case is being investigated daily.

Work all your cases 24/7 with continuous monitoring for new leads nationwide

Prep cases with leads for a quick solve, even before they hit an investigator's desk



Call Us (800) 311-2656

PowerPlus

Nationwide Coverage + Advanced Tools

PowerPlus includes all our nationwide data on property, images, addresses, and phone numbers, saved search capabilities, plus much more.

Leverage advanced tools: Scrapyard search, phone extraction analysis, CompStat mapping, and nationwide image search. Catalytic converter problems? Search scrap yards from all over the country.

Have CCTV footage of that Agg Robbery suspect? Search our 650 million images the day before, day of, and day after the crime. We may have an image of your suspect in the same clothing.

Have a subject's phone? Cross-reference the extraction data from their device. We may have the person behind that mystery number.

Break up theft rings and put a damper on scrap metal theft in your community

Find images that help you identify people and property faster



Call Us (800) 311-2656

TotalTrack

Nationwide Coverage

Outside Jurisdiction Support: Suspects and property travel. Wherever they go, you'll find them here.

TotalTrack brings you investigative coverage from Alaska to Florida and everywhere in-between. With hundreds of thousands of transactions reported to us daily, we have the phone numbers, addresses, and images that can advance your cases nationwide.

Access data from pawn/secondhand stores AND online marketplaces like eBay & OfferUp.

Bookmark your suspects, recidivists, SXOs, and more. We'll run them 24/7 so you don't have to. We'll even send you an alert when new intel comes in.

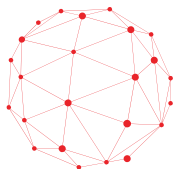
Run Repeated Transactions weekly and see who is moving high volumes of product. You'll recognize a suspect before you've even identified a victim.

With nationwide data, criminals can run, but they can't hide

See what suspects and POIs are doing once they cross your city, county, or state line



Call Us (800) 311-2656



REPORTING

Compliance stinks. We get it. Make it free and easy with LeadsOnline.



Automated Reporting

Receive files from any system



Ticket Assistant

No software? No problem.



Transaction Monitor

Compliance monitoring made easy

Call Us (800) 311-2656

Reporting for businesses

In this case, there *is* a better way

Whether it's dedicated headcount picking up or hand keying tickets into a system or a small business owner incurring time and cost to stay in good standing with reporting ordinances, we can all say confidently: Compliance stinks. Enter LeadsOnline.

Free and easy reporting for businesses

Have your own pawn, secondhand, or scrap software? LeadsOnline can accept and automate the file to let business owners set it and forget it at no cost to you or the business. Don't have software? Use LeadsOnline's Ticket Assistant system to enter transaction information.

Simple monitoring for compliance officers and records clerks

The days of driving around to local businesses to collect tickets then using precious man-hours to key in tickets are over. Log into LeadsOnline to see which businesses are in good standing and which need a little extra attention.

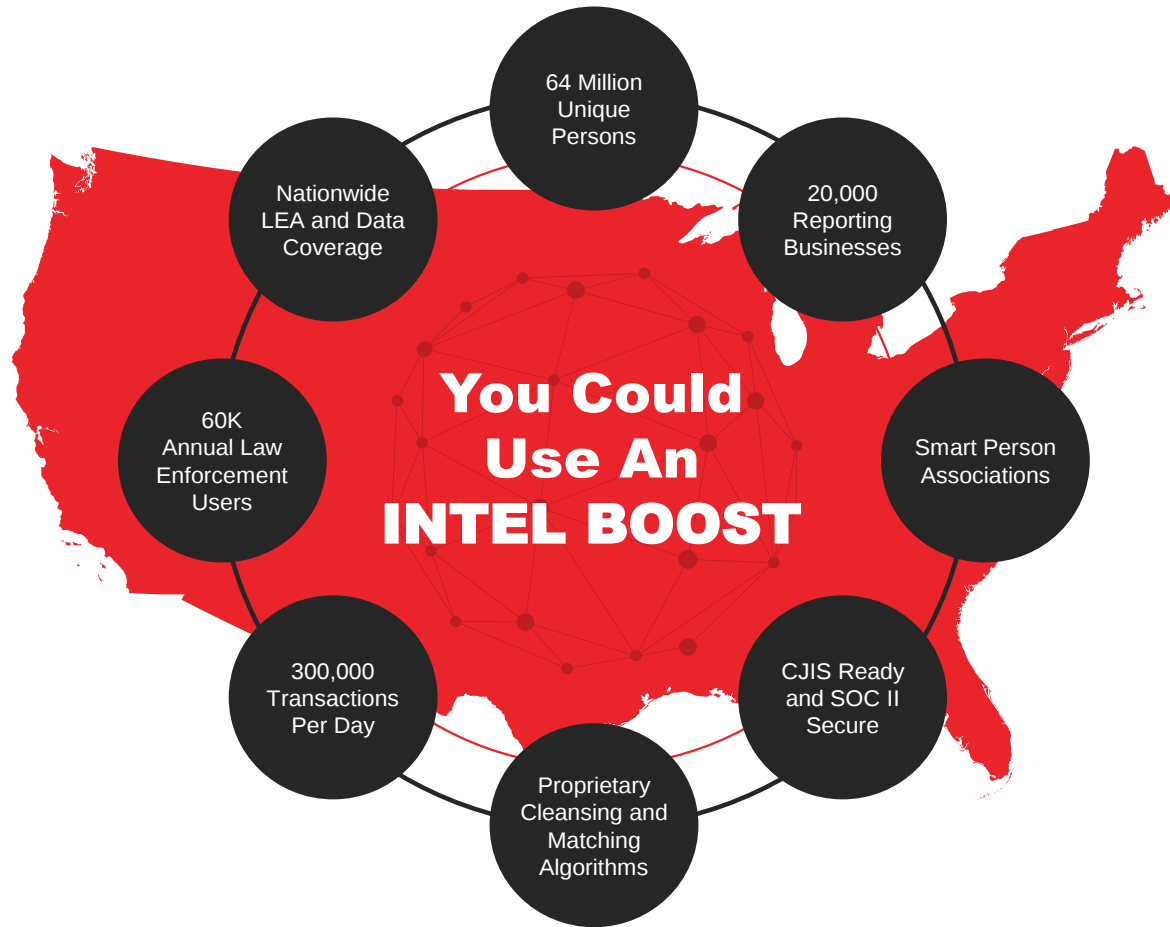
There is no cheaper or easier way for your businesses to comply with your reporting ordinances. Let us show you how more than 20,000 businesses and 5,000 agencies have trusted us with this coordination problem.

Businesses submit transaction information to LeadsOnline



Compliance officers and records clerks use LeadsOnline to monitor reporting activity

Call Us (800) 311-2656



30,000,000

When “Everyone else is doing it” is a legitimately good reason

Nearly half of the 64 million unique persons in LeadsOnline have transactions outside of their home city. Having “good relationships with your businesses” or “no businesses in your jurisdiction” isn’t going to keep your crooks at home.

We’ve found that more than 60% of the time, your suspect has transactions in LeadsOnline.

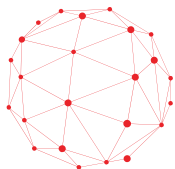
Join the LeadsOnline network and make it impossible for the bad guys to hide.

Notable regional agencies in the LeadsOnline Network:

1. Hollywood Police Department, Since 2019
2. Hallandale Beach Police Department, Since 2017
3. North Miami Beach Police Department, Since 2019
4. Miami Gardens Police Department, Since 2016
5. Pembroke Pines Police Department, Since 2018

*Feel free to check our references.
Ask us if you'd like a contact.*

Call Us (800) 311-2656



COMPARE & SELECT

Which package is right for your agency?

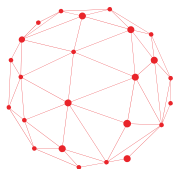
We have options for law enforcement departments of all sizes and missions.

Call Us (800) 311-2656



			
PRODUCT CAPABILITIES	REAL TIME CRIME	POWERPLUS	TOTALTRACK
Millions of pawn transactions in 50 states going back to 2015	Nationwide	Nationwide	Nationwide
Automated NCIC Stolen Item: Get hits even with incorrect serial # entry	✓	✓	✓
eBay and OfferUp Search: Law enforcement-only access to listing information	✓	✓	✓
Saved Search Hit Alerts: Automate monitoring for new leads	✓	✓	✓
Person Intel: More addresses, phone #s, license plates, images, & associates	✓	✓	✓
Metal Theft Investigations: Property info, photos, thumbprints, & digital signatures	✓	✓	
Phone Forensics Search: Upload Cellebrite files and CDRs to identify more suspects	✓	✓	
Automatically Run POI Lists: Track offenders & collaborate with other agencies	✓	✓	
Image Search: Easily identify items like jewelry that are hard to describe	✓	✓	
CompStat Mapping System: See burglary patterns as stolen items are sold anywhere	✓	✓	
Automatically identifies patterns	✓		
Presents cases with investigative merit	✓		
CJIS Compliant, Automated Records Extract and Secure Transfer	✓		
Enables agencies to run every case	✓		
FULL YEAR SUBSCRIPTION FEE	\$9,661	\$2,819	\$2,419

Agreement with initial term commitment of 36 months or longer caps price increases at 3% annually during the initial term. A formal written Agency Agreement executed by both parties is required. This proposal expires on 2/10/2023.



DON'T TAKE OUR WORD FOR IT...

**Hear how some of our clients use
LeadsOnline to advance cases and
reduce the hassles of reporting.**

Call Us (800) 311-2656

Some of our successes:

To: imarockstar@leadsonline.com
Subject: Success from Lancaster, PA

I was given information about an employee that the employer believed may have been stealing from him over the past year but wasn't sure what all was missing. I looked the employee up in LeadsOnline and found that he had numerous transactions at our local pawn shop. I printed photographs of the items that were pawned and showed them to the employer/victim. The victim was able to identify all the items pawned as being his. Using LeadsOnline, I was able to easily locate 58 items that were stolen and link them to the victim's employee. I was able to charge the employee with Felony Theft by Unlawful taking as well as return approximately half of the stolen items to the victim. Once again, Leads has proven to be an extremely effective tool in our toolbox.

Det. Todd Grager
Lancaster Police Department

To: imarockstar@leadsonline.com
Subject: Success from Memphis, TN

I uploaded 2,259 felony warrants into the LeadsOnline database earlier this month. Since uploading those warrants into the system, multiple hits have started coming in from all over the country. This gives us an idea of where our fugitives are. The hits come in the form of an email showing all the information associated. We have been receiving a bunch of these hits anywhere from Atlanta to Chicago. This could be a huge victory for us moving forward as this somewhat automates locating fugitives.

Sgt. Matthew Keaton
Shelby County Sheriff's Office

Head over to **leadsonline.com** for over a thousand success stories from law enforcement!

Call Us (800) 311-2656

Advance your shootings, missing persons, assaults, robberies, and other violent crimes.

Whatever the case may be, LeadsOnline has the intel.

Did you know LeadsOnline has intel on more than half of your case persons? Don't believe us? We'll show you.

To: imarockstar@leadsonline.com
Subject: Success from Houston, TX

I used LeadsOnline to check all of the catalytic converters being sold in our area and found that a suspect had been selling catalytic converters several times a week. Further research showed that he was not in the business of acquiring the catalytic converters legally. When I checked his vehicle license plate in the system I found that other suspects were selling catalytic converters using the same vehicle. After weeks of long nights following the suspects we watched them cut the catalytic converters off of 4 vehicles before we were able to take them into custody. The damage done to these 4 vehicles was extensive as they damaged fuel lines and wiring harnesses in order to cut the catalytic converters from the vehicles. The repair bills for the 4 vehicles damaged was almost \$15,000. LeadsOnline assisted in developing suspects that we otherwise would not have been able to identify.

Det. Michael Rocchi
Houston Police Department

Thank you!

**We look forward to helping Pembroke
Park Police Department advance more
cases, faster.**

Let's get started today.

Jacob Self
LeadsOnline
972-331-6786
jacobs@leadsonline.com

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated January 15, 2023, ("Effective Date") is made between Pembroke Park Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Pursuant to this appointment, the parties agree to adhere to the requirements set forth in section 790.335(3)(f) Florida Statutes.
- 2.9 Leads acknowledges the Agency's obligation under Article 1, Section 24 Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge that all records relating to pawnbroker transactions delivered to appropriate law enforcement officials pursuant to s. 539.001 are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution and may be used only for official law enforcement purposes.

2.10 To the extent that Leads is considered a contractor as defined in Section 119.0701(1)(a), Florida Statutes, Leads shall be responsible for keeping, maintaining and retaining public records that ordinarily and necessarily would be required to be kept by the Agency in order to perform the contracted services. In adherence with Section 119.0701 Florida Statutes, Leads will provide members of the public with access to said public records on the same terms and conditions that Agency would provide the records and at a cost that does not exceed the cost set forth in Section 119.07, or as otherwise provided by Florida State law. Leads will ensure that public records which are exempt or are confidential, are not disclosed except as authorized by law. Examples of records that are potentially exempt from disclosure include, but are not limited to, Agency's personnel home addresses, employee and inmate medical information, personal financial information (bank account numbers, social security numbers), pending litigation in process, juvenile records, and on-going case investigations. To ensure that such inspection or copying of records does not violate provisions of Florida law governing the exemption or confidentiality of such records, Leads shall consult with the Agency's Legal Division prior to allowing inspection or copying of said records. Florida Public records law only pertains to existing records. Leads is not required by law to specifically create a record in response to a public request for information, and nothing contained in this Section shall be construed to create a public record, when one does not exist or alter the status of any record which is classified as exempt or confidential and exempt, as determined by Florida law.

If Leads has questions regarding the application of Chapter 119, Florida Statutes to Leads' duty to provide records relating to this contract, Leads will contact the Custodian of Public Records.

- 2.11 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.12 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.13 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.
- 2.14 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.
- 3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.
- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**
- 6.2 **LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.**
- 6.3 **IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6.4 **AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**
- 6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads'

System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.

- 6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**
- 6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.
- 6.8 The parties agree that no provision of this Agreement extends either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.
- 7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.
- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Broward County, Florida.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.
- 7.10 Leads may engage employees and/or independent contractors at its discretion and is responsible for all such employees and/or independent contractors.
- 7.11 Leads and Agency shall comply with the requirements of the Americans with Disabilities Act (ADA), and all related Federal or State laws which prohibits discrimination by public and private entities based on disability.
- 7.12 Agency will not intentionally award publicly funded contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. Agency shall consider the employment by Leads of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by Leads of the employment provisions contained in Section 274A (e) of the INA shall be grounds for termination of this Agreement.
- 7.13 Leads agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to Agency. Leads agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with all employment safety, environmental and health laws.
- 7.14 Leads shall ensure that all services are provided to Agency after Leads has obtained, at its sole and exclusive expense, all permits, licenses, permissions, approvals or similar consents.
- 7.15 If applicable, in accordance with Section 216.347, Florida Statutes, Leads shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- 7.16 Leads shall advise Agency in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- 7.17 Leads shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any Agency employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

8. Compliance with E-Verify Requirements (Florida Statute 448.095)

- 8.1 The Parties represent they are registered with the E-Verify system and will use the E-Verify system to verify the work authorization status of all its employees hired on or after January 1, 2021.
- 8.2 If Leads enters into a contract with a subcontractor, Leads must require and the subcontractor must provide to Leads, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A copy of this affidavit must be provided to Agency within 15 days of the Leads' contract with the subcontractor.
- 8.3 If Agency has a good faith belief that Leads has knowingly violated Section 448.09(1), Florida Statutes, Agency shall terminate this contract with Leads. A contract so terminated for failure to comply with the requirements of Section 448.095(2) is not a breach of this contract and may not be considered as such.
- 8.4 If Agency has a good faith belief that a subcontractor who has contracted with Leads to this contract has knowingly violated Section 448.09(1), but Leads otherwise complied, Agency will promptly notify Leads and order Leads to immediately terminate the contract with the subcontractor. If Leads fails to immediately terminate the contract with the subcontractor upon receipt of Agency's notice, this will constitute a termination of this contract for failure to comply and said termination is not a breach of this contract and may not be considered as such.

LEADS**LeadsOnline LLC****Signature:** _____**Print Name:** Alexander Finley**Title:** Chief Executive Officer**Date:** _____**Address:** 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200**AGENCY****Pembroke Park Police Department****Signature:** _____**Print Name:** _____**Title:** _____**Date:** _____**Address:** 3150 Sw 52 Avenue
Pembroke Park, FL 33021

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores and scrap metal recyclers	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Public Classified Ads – Craigslist	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Annual subscription fee due on January 15, 2023 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Annual Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$2,819



6900 Dallas Parkway, Suite 825 Phone (972) 361-0900
Plano, TX 75024 Fax (972) 361-0901
leadsonline.com Toll-Free (800) 311-2656

January 6, 2023

David Howard
Pembroke Park FL PD
3150 SW 52nd Ave
Pembroke Park, FL 33023

Dear Chief Howard,

Thank you for your interest in LeadsOnline. We applaud and support your efforts to provide your community an efficient and secure method of collecting and analyzing pawn, secondhand, scrap metal recycler, eBay, and OfferUp transaction data for use in criminal investigations.

This letter serves as a sole source document for services provided by LeadsOnline.

The LeadsOnline system functionality designed specifically for criminal investigations using transaction data from pawnshops, scrap yards, eBay, gold buyers, OfferUp.com and other secondhand stores is the exclusive proprietary property of LeadsOnline and is protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§ 1051-1141n). No other supplier has access to this technology which has been developed over 17 years.

There are many reasons law enforcement agencies conclude that LeadsOnline is the sole source for their criminal investigations system. Key points defining the uniqueness of LeadsOnline for Pembroke Park FL PD include but are not limited to the following:

1. **LeadsOnline is the only complete national system owned and managed from end to end**
Investigators will have direct access to the entire LeadsOnline network with a single login. LeadsOnline owns and manages its entire network, receiving data directly from pawnshops and secondhand stores that do not report in any other way, managing server performance, optimizing database indexing, updating code to support new browsers, and increasing bandwidth to maintain rapid system response and search times. No other system comes close to this level of integration and accountability.
2. **LeadsOnline is the sole connection to a vast and locally-critical network of law enforcement agencies**
LeadsOnline connects PPPD investigators to a growing network of 4,700 law enforcement agencies throughout Georgia, Alabama, Louisiana, and the rest of the United States.
3. **LeadsOnline is the sole connection to a vast and locally-critical network of participating businesses**
LeadsOnline connects PPPD investigators to a network of reporting businesses throughout Florida and the rest of the country. PPPD investigators will instantly access more than 1 BILLION transactions from more than 3,000 American cities across all 50 states, with more than 400,000 being added daily.



6900 Dallas Parkway, Suite 825
Plano, TX 75024
leadsonline.com

Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

4. LeadsOnline is the sole source for growth in coverage due to corporate expansion

Not only will PPPD access information from the vast numbers of reporting businesses, but the LeadsOnline network will continue to grow as major corporations such as Best Buy, ecoATM, Pawn America, etc. continue to expand product lines and open new businesses across America.

5. LeadsOnline is the sole source for instant access to the identity of sellers on eBay and OfferUp

With LeadsOnline, PPPD personnel simply enter the eBay member name or Offer Up User URL related to stolen property to instantly learn the actual name and other information for this seller. Without LeadsOnline, PPPD must contact the company and wait for a response. No other service provider has this capability.

There is no similar service operating in your jurisdiction or in the surrounding area, and LeadsOnline is the sole source for information of this kind for investigations.

We look forward to serving your community and are available to answer any additional questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "Shawna Evans".

Shawna Evans
Executive Assistant
972-331-7748
accounting@leadsonline.com



Memo

Commission,

Management along with HR previously asked for our town Public Works Director to be terminated. As you all know these are not easy decisions to make if we're not properly informed. I believe in fairness and hearing all sides before making such drastic decisions. After doing my due diligence, I believe it is in the best interest of the town to terminate our Public Works Director.

My findings besides what was already mentioned by HR and Town Manager:

- Previously I was only able to speak with two of his guys. This time I had a meeting with the entire department and they ALL had the same negative feeling towards Mr. Clark
- Mr. Clark refused to pull permits for emergency work after completion of the job.
- Mr. Clark stated on the dais that he had a Master Permit for emergency work which I later found out does not exist.

R Dieuveille



Emergency Sewer Repair

Location: 2350 South Park Road

Date: 12/22/2022

<u>Vendor Name</u>	<u>Cost</u>
Cacique Utilities	\$45,960.00
Johnson Environmental	\$11,560.00
Tri-County Services	\$825.00

Total costs: \$58,345.00

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



From: Public Services Department
To: JC Jimenez
Date: Friday, December 23, 2022
Re: After Action Report
2350 S. Park Rd. Pembroke Park, Fl. 33009

South Park Road Force Main Break

At 4:45 p.m. Rob and I were informed of a sewer line break. We left the job we were on and immediately came to the scene, we arrived at 5:00 p.m. I parked the crane truck with the lights on to direct the flow of traffic away from the break. Rob immediately started making calls to Cacique utilities, Johnson environmental, express drain and underground utility locators were called as I got MOT setup. Express drain and Johnson Environmental arrived at 6pm and started vacuuming. Cacique utilities arrived at 8 pm and started surveying and setting up. By 9:30 p.m. hydro excavation and digging had started. The broken pipe was replaced and the new one installed by 11pm. We supplied the two 8" hi-max couplings from our stock. At 11:30 pm road spillage cleanup was restarted by Johnson environmental and express drain and all affected lift stations were turned back on. Johnson environmental disposed of the contaminated soil that was excavated from the hole at the break. Johnson environmental finished and left at 1a.m. express drain stayed to finish up the street cleaning and left at 2:45 am. The road, walkways, grass, bushes and affected storm drains were pressure washed and vacuumed. By 4:30 a.m the hole was back filled and compacted. Cacique utilities cleaned up and at 7 a.m. the asphalt plant opened, and the driver was sent to get loaded with asphalt. By 11:45 a.m. asphalt was being spread and by 1 p.m. the job was complete.

Support Team

Robert Dibenedetto Water and Sewer Lead

The Public Services Department is continuing efforts in the reporting process to all pertinent parties. *See attached photos*

Respectfully Yours,

Robert Clark



Robert Clark
Public Services Director, Town of Pembroke Park
[954.966.4600](tel:954.966.4600) EXT 212 rclark@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023







Dec 21, 2022 5:13:02 PM
2450 South Park Road
Hallandale Beach
Broward County
Florida
Index number: 810



Dec 21, 2022 5:13:04 PM
2450 South Park Road
Hallandale Beach
Broward County
Florida
Index number: 811



Dec 21, 2022 5:12:58 PM
2450 South Park Road
Hallandale Beach
Broward County
Florida
Index number: 809





City of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Invoice 1220

Date:12-27-2022

Project: Emergency- 2450 S Park Road- 8" Force Main Repair

Description	Qty	Unit	Unit Price	Total
Mobilization	1	Lump Sum	\$5,000.00	\$5,000.00
Working Under MOT	1	Lump Sum	\$3,500.00	\$3,500.00
Repair 8" DIP Pipe	1	Lump Sum	\$23,860.00	\$23,860.00
Backfilling and Compacting	1	Lump Sum	\$5,200.00	\$5,200.00
Remove and Replace Fill Material	1	Lump Sum	\$1,600.00	\$1,600.00
Remove and Replace Road Base & Asphalt	1	Lump Sum	\$6,800.00	\$6,800.00
			TOTAL	\$45,960.00

We Appreciate your Business!

Please Remit Payment to: 3922 Ne+A14:F26w Valencia Greenacres, FL 33467

If you have any questions please contact David Cacique @ 954-594-0626



JOHNSON ENVIRONMENTAL
4600 POWERLINE ROAD
FORT LAUDERDALE, FL 33309
954-776-5931

Invoice

Date	Invoice #
12/29/2022	281936
Invoice Total	
11,560.00	

Bill To:

FINANCE & BUDGET DEPARTMENT
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Service Address:

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

Account No. 02-5354 4

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
12/21/22	** SUB ACCT: 02- 5467 TOWN OF PEMBROKE PARK 2450 S PARK RD WORK ORDER#: 280645 EMERGENCY SERVICE REQUESTED BY ROBERT CLARKE 954-684-2039 FOR SEWER MAIN BREAK EMERGENCY DISPATCH FEE	1.00	350.000	350.00
12/21/22	VAC TRUCK (HOURLY)	8.00	295.000	2,360.00
12/21/22	PUMP TRUCK #1 (HOURLY)	7.00	295.000	2,065.00
12/21/22	PUMP TRUCK #2 (HOURLY)	7.00	295.000	2,065.00
12/21/22	PUMP TRUCK #3 (HOURLY)	8.00	295.000	2,360.00
12/21/22	PUMP TRUCK #4 (HOURLY)	8.00	295.000	2,360.00
	Sub-Account: Total 11,560.00			
	Periodically check online, Terms of Service which are subject to change. Check Terms of Service johnsones.com For 24/7 account access & bill pay visit www.johnsones.com and use access code 0008118 to sign up.			
			Total Invoice:	11,560.00

Account Balance

13,347.00

JOHNSON ENVIRONMENTAL

Account No.: 02-5354 4

Billing Name: TOWN OF PEMBROKE PARK

Invoice #: 281936

Tri-County Services, Inc.
P. O. Box 292457
Davie, FL 33329-2457 US
954-797-0101
andrew@trisweep.com
www.tricountysweeping.com

Invoice



BILL TO

The Town of Pembroke Park
2450 South Park Road
Pembroke Pines, FL 33009

SHIP TO

The Town of Pembroke Park
2450 South Park Road
Pembroke Pines, FL 33009

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
A-19846	01/04/2023	\$825.00	02/03/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/26/2022	220	Power Sweep: As Directed By Customer 275per hour with 3 hour minimum	1	825.00	825.00

BALANCE DUE

\$825.00



5790

4900 SW 51st Street
Davie, FL 33314
954.797.0101

DATE: 12-26-22 TRUCK# 30 BLOWER # _____

DRIVER'S NAME: Gina

HELPER'S NAME: _____

CUSTOMER'S NAME: _____

PROPERTY NAME: Pembroke Park

PROPERTY LOCATION: Pembroke

HAULING FROM: _____ TO: _____

START TIME: 7:45 END TIME: 8:40 TOTAL: _____

NOTES: _____

 Driver's Signature _____ Accepted by

Upon signing of the ticket, customer acknowledges that the material / labor, complies with all customer requirements, and customer is liable to pay for all yards / loads / equipment time stated thereon.