



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, June 14, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. 2023 Legislative Update - State Representative Marie Woodson	
5.2. Broward County Mayor Lamar Fisher	
5.3. Juneteenth Day	7 - 11
Code Enforcement Officers' Appreciation Week	
June is PRIDE MONTH in support of the LBTQA community	
2023 Juneteenth	
2023 Code Enforcement Appreciation Week	
2023 PRIDE MONTH JUNE	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6.1. PUBLIC COMMENT SPEAKERS	12
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	13 - 42
04 26 2023 WORKSHOP COMMISSION MEETING	
05 01 2023 SPECIAL COMMISSION MEETING	
05 10 2023 REGULAR COMMISSION MEETING	
05 24 2023 SPECIAL COMMISSION MEETING	
05 24 2023 WORKSHOP COMMISSION MEETING	
7.2. Proposed Management Package - HR Director Friedman	43 - 45
Staff recommends approval.	
Agenda Item Report - AIR-23-052 - Pdf	
7.3. Cyber Security Grant Awarded - IT Director Pakula	
7.4. Town Manager Contract Renewal - HR Director Friedman	46 - 57

Staff recommends renewal.

[Agenda Item Report - Town Manager Contract Renewal - Pdf](#)

8. RESOLUTIONS

- 8.1. **RESOLUTION NO. 2023-008** - Clerk Commission Hodgkins 58 - 63

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED THE TOWN'S CODE OF CONDUCT, AS SET FORTH IN RESOLUTION NO. 2020-090, DATED DECEMBER 9, 2020; FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED MISCONDUCT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

[2023-008 Censure Jacobs](#)

- 8.2. Tentative Millage Rate - Finance Director Brown 64 - 65

RESOLUTION NO. 2023-009

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2023-009 REV Tentative Millage Rate](#)

9. ORDINANCES

- 9.1. Code of Conduct Ordinance - Mayor Mohammed 66 - 80

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR**

SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord 2023-004 Code of Conduct REVISED](#)

[Resolution 2020-090 code of conduct](#)

- 9.2. Adopting Robert's Rules of Order - Mayor Mohammed

81 - 89

ORDINANCE NO.2023-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING AND CLARIFYING THE PROCEDURE FOR CALLING SPECIAL AND EMERGENCY MEETINGS OF THE TOWN COMMISSION; CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF ORDINANCE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; CREATING SECTION 2-44, TO BE ENTITLED, "SUPPLEMENTAL TOWN COMMISSION PROCEDURES;" PROVIDING ADDITIONAL PROCEDURES FOR CONDUCTING MEETINGS OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-005A](#)

- 9.3. **ORDINANCE NO. 2023-006** - Town Manager Jimenez, Finance Director Brown

90 - 102

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "TAXATION AND FINANCE," TO CREATE A NEW ARTICLE IV ENTITLED "FIRE PROTECTION SPECIAL ASSESSMENT," TO AUTHORIZE THE LEVY, COLLECTION AND ENFORCEMENT OF A FIRE PROTECTION SPECIAL ASSESSMENT IN THE TOWN; CREATING NEW SECTIONS IN THE TOWN CODE OF ORDINANCES AS FOLLOWS: SECTION 24-110 ENTITLED "INTENT," SECTION 24-111, ENTITLED "FINDINGS OF SPECIAL BENEFIT," SECTION 24-112, ENTITLED "AUTHORITY," SECTION 24-113, ENTITLED "DEFINITIONS," SECTION 24-114, ENTITLED "COLLECTION AND ENFORCEMENT," SECTION 24-115, ENTITLED "INITIAL ASSESSMENT RESOLUTION," SECTION 24-116, ENTITLED "PUBLIC HEARINGS," SECTION 24-117, ENTITLED "NOTICE REQUIREMENTS FOR PUBLIC HEARINGS," SECTION 24-118, ENTITLED "PREPARATION OF ASSESSMENT ROLL," SECTION 24-119, ENTITLED "FINAL ASSESSMENT RESOLUTION," SECTION 24-120, ENTITLED "PRELIMINARY ASSESSMENT RESOLUTION," SECTION 24-121, ENTITLED "ANNUAL ASSESSMENT RESOLUTION," SECTION 24-122, ENTITLED "EFFECT OF FINAL OR ANNUAL ASSESSMENT RESOLUTIONS," SECTION 24-123, ENTITLED "ADOPTION OF ASSESSMENT ROLL,"

SECTION 24-124, ENTITLED “CERTIFICATION OF ASSESSMENT ROLL, “SECTION 24-125, ENTITLED “EXEMPTIONS,” SECTION 24-126, ENTITLED “REVISIONS TO SPECIAL ASSESSMENTS,” SECTION 24-127, ENTITLED “PROCEDURAL REGULARITIES,” SECTION 24-128, ENTITLED “CORRECTION OF ERRORS AND OMISSIONS,” SECTION 24-129, ENTITLED “ALTERNATE METHOD OF COLLECTION,” SECTION 24-130, ENTITLED “BROWARD COUNTY PROPERTY APPRAISER AND BROWARD COUNTY REVENUE,” AND SECTION 24-131, ENTITLED “RESERVATION OF POWERS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-006 Fire Assessment Ordinance 2023](#)

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|------|---|-----------|
| 9.4. | Amending Chapter 19 of the Town’s Code Of Ordinances, Entitled “Personnel” - HR Director Friedman | 103 - 113 |
|------|---|-----------|

ORDINANCE NO. 2023-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 19 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “PERSONNEL;” AMENDING ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 19-1, TO BE ENTITLED “ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL”; ADOPTING AND INCORPORATING THE TOWN’S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REFERENCE IN THE TOWN’S CODE OF ORDINANCES; DELETING CONFLICTING PROVISIONS OF CHAPTER 19 OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends approval

[Agenda Item Report - AIR-23-051 - Pdf](#)

10. NEW BUSINESS

- | | | |
|-------|---|-----------|
| 10.1. | Town Attorney Clerk - Commissioner Hodgkins | 114 - 118 |
|-------|---|-----------|

Would like to recommend to stay with the law firm of Goren, Cherof, Doody & Ezrol, P.A for the next year.

[Agenda Item Report - AIR-23-064 - Pdf](#)

- | | | |
|-------|--|-----------|
| 10.2. | Robert Levy Settlement - Town Manager Jimenez | |
| 10.3. | Critical Event Response Applications - Major Donovan | 119 - 136 |

Staff recommends participation in and adoption of this program, a vital technological tool for utilization during critical incidents or attacks (such as Active Killer).

[Agenda Item Report - AIR-23-058 - Pdf](#)

- 10.4. EMERGENCY REPAIR - Stormwater Station #1 - Public Services 137 - 141
Director Ghany

[Agenda Item Report - AIR-23-061 - Pdf](#)

- 10.5. City of Weston - piggyback contract with A&A Drainage - Public 142 - 149
Services Director Ghany

We are recommending approval.

[Agenda Item Report - AIR-23-060 - Pdf](#)

- 10.6. S.W. 30th Street Sanitary Sewer Forcemain Replacement - Public 150 - 193
Services Director Ghany

We are recommending approval.

[Agenda Item Report - AIR-23-057 - Pdf](#)

- 10.7. Florida League of Cities Conference, August 10-12 - Mayor Mohammed 194 - 202
[2023-flc-conference-announcement](#)

- 10.8. Mayor Mohammad has been invited to be a guest speaker in Paris 203
attached is the letter

[Mayor Mohammed letter of invitation](#)

- 10.9. Commission Chambers Renovation for multipurpose room - Town 204 - 211
Manager Jimenez

Staff recommends to utilize staff and a contractor to complete the following. Removal of chairs and carpet, install tile, smooth/paint walls, install a removable step on the right side of the dais, and install formica on the dais. We can also paint the ceiling framing and install new tiles and HVAC flat grills.

[Agenda Item Report - AIR-23-063 - Pdf](#)

11. OLD BUSINESS

12. DISCUSSION

- 12.1. Documents Discussion - Commissioner Jacobs
- 12.2. Todd Larson Discussion - Commissioner Jacobs
- 12.3. Town Manager Questions - Commissioner Jacobs
- 12.4. Food Drive Discussion - Commissioner Jacobs
- 12.5. Insurance Funds - Commissioner Jacobs
- 12.6. Public Works Director Discussion - Commissioner Jacobs
- 12.7. Future Events- Acting Clerk Commissioner Kashem 212

World Suicide Prevention Day, September 10, 2023
Global Diversity Awareness Day
Small Business Support Programs
[Agenda Item Report - AIR-23-065 - Pdf](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

16. ANNOUNCEMENTS

16.1. Citizenship Drive, Saturday, June 17, 2023 at Watkins Elementary School from 10AM to 2PM

Special Magistrate Hearing, Wednesday, June 21, 2023 at 9:00 AM

Workshop Commission meeting, August 23, 2023, at 6:00 PM

CALENDAR OF EVENTS:

Back to School Giveaway, Saturday, August 12, 2023, from 10AM to 4PM

Fall Festival tentatively scheduled for October 28 or 29

Health Fair, Saturday, November 4, 2023

Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM

Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

Regular Commission Meeting
June 14, 2023



TOWN OF PEMBROKE PARK PROCLAMATION

JUNETEENTH INDEPENDENCE DAY

WHEREAS, *the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and*

WHEREAS, *news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and*

WHEREAS, *news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and*

WHEREAS, *all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and*

WHEREAS, *June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and*

WHEREAS, *beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and*

WHEREAS, *June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and*

WHEREAS, *June 19th – JUNETEENTH was made an official Town holiday in 2021 to provide all Town residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans; and*

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park, do hereby proclaim June 19th, 2022 in the Town of Pembroke Park.

Dated this 14th day of June 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**CODE ENFORCEMENT OFFICERS’ APPRECIATION
WEEK June 5 – 9, 2023**

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are responsible for improving neighborhood and the quality of lives of the residents in and community; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

NOW THEREFORE, through the authority vested in me by the Commission of the Town of Pembroke Park, Florida,

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the week of **June 5 – 9, 2023 as CODE ENFORCEMENT OFFICERS’ APPRECIATION WEEK** in the Town of Pembroke Park, Florida, in accordance with the statewide observance of the same and encourage citizens to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

Dated this 10th day of May 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



TOWN OF PEMBROKE PARK PROCLAMATION

PRIDE MONTH PROCLAMATION

WHEREAS, *the Commission of the Town of Pembroke Park recognizes and proclaims the month of June 2023 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) “Pride Month” throughout the Town of Pembroke Park; and*

WHEREAS, *Town of Pembroke Park observes Pride Month honors the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and*

WHEREAS, *the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and*

WHEREAS, *all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and*

WHEREAS, *the Town of Pembroke Park is committed to supporting visibility, dignity and equality for LGBTQ people in our diverse community; and*

WHEREAS, *while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and*

WHEREAS, *this nation was founded on the principle that every individual has infinite dignity and worth, and the Town of Pembroke Park calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and*

WHEREAS, *celebrating Pride Month influences awareness and provides support and advocacy for Union County’s LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.*

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park herby proclaims the month of June 2023 as Pride Month in support of the LGBTQ community.

Dated this 14th day of June 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



Town of Pembroke Park, Florida
Regular Commission Meeting

June 14, 2023

Public Sign-in Sheet

Name	Address or Organization	Item No.	Contact Number	Email Address
✓ DAVID ROACH	DALE VILLAGE	9.3	954-983-0265	
✓ CARLOS MORALES	KEITH		305-310-1531	cmorales@keithteam.com
✓ ED MCGOVERN	CERA	10.3	954-665-4585	EDWARD@CERAPP.COM
✓ ROBERT JANZEN	EMBASSY RV	9.3	954 815-6084	MBASSYONE@AOL.COM
Lilly Paez	Against.	9.3		



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, April 26, 2023

6:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER Mayor Mohammed called meeting to order at 6:07pm

2. PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3. ROLL CALL The meeting was called to order at 6:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant; Interim Building Official, Steve Pizzillo

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADDITIONS
SPECIAL COMMISSION MEETING
HMPG GRANT DISCUSSION

Town of Pembroke Park
Workshop Commission Meeting
April 26, 2023

SCHOOL RESOURCE OFFICER POLICE DEPARTMENT
SINK HOLE REPAIR - TOWN MANAGER JIMENEZ

5. PRESENTATIONS NONE

6. REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane
FIRE CHIEF KANE PRESENTED REPORT AND SUBMITTED FOR COMMISSION
REVIEW

7. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO
INTERIM BUILDING OFFICIAL PIZZILLO PRESENTED REPORT AND SUBMITTED
FOR COMMISSION REVIEW

8. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

1. Code Compliance Report - March 2023
CHIEF CODE COMPLIANCE OFFICER RAMIREZ PRESENTED AND SUBMITTED
REPORT FOR COMMISSION REVIEW

9. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. Quarterly Financial Outlook
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

10. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Human Resources Report
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

11. IT DEPARTMENT - IT DIRECTOR PAKULA

1. Additional Licenses for the Police department - IT Director Pakula
ITEM PLACED ON CONSENT AGENDA

2. Renew Sonicwall Licenses
ITEM PLACED ON CONSENT AGENDA

3. New Camera System for the Preserve and Behan Park
ITEM PLACED ON CONSENT AGENDA

12. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN NONE

13. POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. March Police Report of Activities

CHIEF POLICE HOWARD PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

2. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023
ITEM PLACED AS A LINE ITEM

14. PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR NONE

15. OLD BUSINESS

16. NEW BUSINESS

17. DISCUSSION

1. Sink Hole on SW 52nd Ave.

CARLOS MORALES WITH KEITH AND ASSOCIATES SPOKE ON RECORD.
EMERGENCY SINK HOLE REPAIR COST WAS AT \$46K BUT THE REVISED FIX BROUGHT COST UP TO \$91,150.00.

TOWN MANAGER TO SEND ALL PROPOSALS TO THE COMMISSION. TOWN MANAGER TO PUT THE AFTER THE FACT APPROVAL TO FORMALIZE.

2. SRO - Commissioner Jacobs

TOWN MANAGER QUESTIONED IF THE SCHOOL BOARD WOULD ALLOW US TO JOIN - CURRENTLY NO REPLY TO DATE, THAT'S WHY THE REQUEST WAS DENIED IN I COMPASS. POLICE CHIEF HOWARD TO BRING CONTRACT BACK, TOWN MANAGER WANTS TO BE SURE WE'RE INCLUDED IN REIMBURSEMENT. CHIEF DAVID HOWARD TO PROVIDE COMMISSION WITH HOW MANY INSTANCES SO FAR THAT A CRISIS INTERVENTION OFFICER IS NEEDED. INTERIM TOWN ATTORNEY HOROWITZ TO LOOK AT POSSIBLY GETTING AN AGREEMENT TOGETHER WITH THE SCHOOL BOARD.

**3. HMGP GRANT - COMMISSIONER JACOBS
DISCUSSION ONLY**

4. Special Commission Meeting - Commissioner Jacobs

Town of Pembroke Park
Workshop Commission Meeting
April 26, 2023

5. Travel and Per Diem policy - Mayor Mohammed

EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

6. Moving access privileges to IT - Mayor Mohammed

TOWN MANAGER AND IT DEPARTMENT TO RECEIVE REPORT FROM FDLE.

7. Credit Card policy - Mayor Mohammed

MAYOR MOHAMMED WANTED TO PUT ON THE RECORD THAT THE OTHER COMMISSIONERS KNOW WHAT THE CREDIT CARD POLICIES ARE THAT WE ARE IN THE PROCESS OF UPDATING IT TO INCLUDE FOOD PURCHASE POLICY. TOWN MANAGER AND INTERIM TOWN ATTORNEY TO FINALIZE THE CREDIT CARD POLICY AND HAVE IT READY FOR FINAL ADOPTION AT THE NEXT MEETING.

8. Commission assignment of Boards and Committees - Commissioner Mohammed

Florida League Cities

Broward League of Cities

Metropolitan Planning Organization meeting are the 2nd Thursday of the month
ALTERNATE AND BOARD MEMBER TO BE APPOINTED AT NEXT MEETING.

9. Civility Code consequences - Mayor Mohammed

LOOK INTO PUTTING PENALTIES IN CODE WHEN SOMEONE VIOLATES THE CODE. TOWN MANAGER AND INTERIM TOWN ATTORNEY TO INPUT PENALTIES INTO OUR CIVILITY CODE AND HAVE IT READY FOR WORKSHOP IN TWO WEEKS FOR REVIEW.

10. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez

TOWN MANAGER TO PUT A LIST TOGETHER REGARDING PROJECTS TO USE ARPA FUNDS.

18. TOWN CLERK COMMENTS

1. Planning and Zoning Board Members

CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE WALKER, GARY

Town of Pembroke Park
Workshop Commission Meeting
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SCHRADER AND EVELYN CUNNINGHAM IN ADDITION, BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A CHARTER REVIEW COMMITTEE MEMBER.

ITEM PLACED ON CONSENT AGENDA

Charter Review- Interim Town Attorney

CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK TO SET UP A MEETING TO COME IN AND PRESENT THEIR RECOMMENDATIONS.

19. ATTORNEY COMMENTS

1. Designation of Commission oversight capacity - Interim Town Attorney Horowitz

RESOLUTION NO. 2023-005

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

ITEM PLACED AS A LINE ITEM

20. TOWN MANAGER COMMENTS

1. Directors Evaluation

TOWN MANAGER TO FORWARD DIRECTORS EVALUATIONS TO THE COMMISSIONERS

2. Administrative Assistant to the Mayor

MAYOR AND OTHER COMMISSIONERS DO NOT NEED AN ASSISTANT.

COMMISSIONER JACOBS AND JOY BROWN TO CONTINUE HANDLING FOOD DRIVE. FIRST SATURDAY OF EVERY MONTH

3. Roof Retrofit Bid Update

TOWN MANAGER STATED THAT THE NOA EXPIRED.

ROOF RETROFIT BID NEEDS TO BE REBID QUESTIONS WITH SOME TECHNICALITIES WITH THE TWO LOWEST BIDS THAT NEED TO BE RUN BY THE TOWN ATTORNEY

TOWN MANAGER WILL BE OUT OF OFFICE MAY 3RD THRU FRIDAY MAY 5TH.

21. COMMISSIONER COMMENTS

1. Commissioner Jacobs - Commissioner Jacobs wanted to make all aware that since January 1st he has been removed off of all emails for all projects on the town and that he no longer has any oversight of any projects. He went on to say that he has spoken about Public Safety and that there aren't any fire hydrants in the mobile home communities. Commissioner Jacobs stated that due to the change in Commission, the Town lost funding for lift station 17. Recommending moving forward with repair
Acting Clerk Commissioner Kashem - None
Clerk Commissioner Hodgkins - None
Vice Mayor Morrisette - Agreed with Commissioner Jacobs and called IT Director Pakula for Suggestions. IT Director Pakula stated there is a design and have a scada system ready to go, but project has been placed on hold because the Town doesn't have a Public Works Director, and we are awaiting funding (Grants) Town Manager recognized Superintendent of Public Works and his crew for fixing the sewer main break during the flooding, commending them for doing a phenomenal job. Vice Mayor Morrisette stated that some residents called him regarding the procedure of a nuisance neighbor, he continued to say that some residents told him that they have had negative experiences with the PD. Chief David Howard stated to have them call BSO especially after hours. They can call 9-1-1 if it's an emergency or their non-emergency number. Clerk Commissioner Hodgkins asked what the protocol was during the day. Chief of Police Howard stated that he heard the same thing and went on to say that the phone number is not monitored, and that resident didn't leave a message. When someone calls and the evidence clerk is out delivering evidence she's not going to answer, a message needs to be left.

Mayor Mohammed - Addressed the issue of Commissioner Jacobs not receiving any emails IT Director Pakula stated that the IT Department has not disabled or taken anyone off their specific email address. Commissioner Jacobs says it has nothing to do with the IT Department. He's just been removed. Mayor Mohammed stated that if there are projects going on, moving forward to copy all Commissioners. Mayor Mohammed questioned why it was stated by Commissioner Jacobs that the funding for the lift station was lost due to change in Commission. He stated that the house isn't going to support us for the lift station because of the instability. Mayor Mohammed requested Commissioner Jacobs to get an email stating such. Mayor Mohammed stated that she received a request by Winnie Tang asking the Town Commission to take a position on House Bill 1355, stating that the house is trying to make it where no one from a Chinese descent can purchase property in the State of Florida. She would like to give Dave Direction stating that we oppose anything that discriminates based on ethnicity.

22. ANNOUNCEMENTS

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

23. ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 7:37 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission Approved: _____

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.



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Monday, May 1, 2023
Commission Chambers

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

SPECIAL COMMISSION MEETING MINUTES

1 CALL TO ORDER

MEETING CALLED TO ORDER AT 6:12PM

MEETING RECESSED AT 6:13PM
MEETING RESUMED AT 6:23PM

2 PLEDGE OF ALLEGIANCE

LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ADD RESIGNATION OF THE BUILDING OFFICIAL MIGUEL NUNEZ

MOTION TO ADOPT THE AGENDA WITH ADD ON MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSED 5-0.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

6 PRESENTATIONS

1. Public Service Project - Town Manager Jimenez

THE TOWN MANAGER GAVE PRESENTATION REGARDING PROJECTS.

7 CONSENT AGENDA - NONE

8 RESOLUTIONS - NONE

9 ORDINANCES - NONE

10 OLD BUSINESS - NONE

11 NEW BUSINESS

1. Public Services Director position - Town Manager Jimenez, HR Director Friedman

Moved by Vice Mayor Erik Morrisette

Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO MOVE FORWARD WITH ALEEM GHANY AS PUBLIC WORKS DIRECTOR

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Williams Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

Moved by Clerk Commissioner Williams Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO MOVE FORWARD WITH THE SALARY OF \$165K

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Williams Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

2. RESIGNATION OF CHIEF BUILDING OFFICIAL MIGUEL NUNEZ

Moved by Clerk Commissioner Williams Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO ACCEPT THE BUILDING OFFICIAL MIGUEL NUNEZ RESIGNATION

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Williams Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

12 ATTORNEY COMMENTS

NONE

13 TOWN MANAGER COMMENTS

NONE

14 COMMISSIONER COMMENTS

Commissioner Jacobs - COMMISSIONER JACOBS WAS QUESTIONING HOW MANY FORENSIC AUDITS HAVE TAKE PLACE IN THE TOWN OF PEMBROKE PARK. COMMISSIONER JACOBS DIRECTED TOWN MANAGER JIMENEZ TO PUT TOGETHER THE COST PER HOUR TO HOLD A SPECIAL MEETING SO THE COMMISSION IS AWARE OF HOW MUCH IT COSTS PER HOUR TO HOLD A SPECIAL MEETING.

Acting Clerk Commissioner Kashem - NONE

Clerk Commissioner Hodgkins - NONE

Vice Mayor Morrisette- NONE

Mayor Mohammed - MAYOR MOHAMMED THANKED THE STATE REPRESENTATIVES FOR AN EXCELLENT JOB. THE MAYOR CLARIFIED THE RECORD REGARDING THE MISCONSTRUED INFORMATION TO THE COMMISSION THAT THE IBR'S WERE PULLED BECAUSE OF THEIR DISLIKE OF THE NEW COMMISSIONERS. SHE STATED THAT THE SKATER SYSTEM WAS PULLED.

15 ANNOUNCEMENTS

Regular Commission Meeting on Wednesday, May 10, at 7:00 PM

16 ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 6:58 PM,
UNANIMOUS MOTIONED FOR ADJOURNMENT.

Marlen D. Martell

Town Clerk

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.

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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, May 10, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:07PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4 PRESENTATIONS / PROCLAMATIONS

1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT).

BRIAN MCCOY SPOKE ON RECORD

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez

ROBIN MARTIN SPOKE ON RECORD

3. *National Public Works Week Proclamation May 21–27, 2023 “Connecting the World Through Public Works”*

MAYOR MOHAMMED READ THE TITLE OF PROCLAMATION INTO THE RECORD

4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense

MARIA SWANSON SPOKE ON RECORD

5. The month of May is proclaimed as Jewish American History Month

MAYOR MOHAMMED READ THE PROCLAMATION INTO THE RECORD

6. May 2023 is Mental Health Awareness Month

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

7. April 30- May 6, 2023 celebrates Municipal Clerks Week

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem

ACTING CLERK COMMISSIONER WOULD LIKE TO PLAN AN EVENT FOR ASIAN AMERICAN & PACIFIC ISLANDER (AAPI) HERITAGE MONTH. MAYOR MOHAMMED CLARIFIED TO ACTING CLERK COMMISSIONERS REQUEST, THAT IF THERE IS NO COST TO CELEBRATE THE EVENT FOR AAPI, SHE CAN DO IT. ALL COMMISSIONERS WERE IN FAVOR

MAYOR MOHAMMED READ THE PROCLAMATION AS HAITIAN AMERICAN HERITAGE MONTH BY TITLE ONLY

CHANGES TO THE AGENDA

WITHDRAW 7.2 - RESOLUTION NO. 2023-006 ILA

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

9.4 RFP 23-02: WIND RETROFIT ROOF REPLACEMENT AT TOWN HALL

9.5 ARPA FUNDS

ADD 9.7 SUMMER HIATUS

9.8 CLIMATE PREPAREDNESS CONFERENCE

**MOTION TO APPROVE THE AMENDED AGENDA MADE BY
CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.**

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

MARK VERTEFEUILLE SPOKE ON RECORD

DWAYMON CASON SPOKE ON RECORD

RON THURSTAN SPOKE ON RECORD

TERRENCE MOHAMMED SPOKE ON RECORD

6 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell

2. Additional Licenses for the Police department - IT Director Pakula

3. Renew Sonicwall Licenses

4. New Camera System for the Preserve and Behan Park

5. Planning and Zoning Board Members

CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE WALKER, GARY SCHRADER AND EVELYN CUNNINGHAM IN ADDITION, BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A CHARTER REVIEW COMMITTEE MEMBER.

Charter Review- Interim Town Attorney

CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK TO SET UP A MEETING TO HAVE THEM COME IN AND PRESENT THEIR RECOMMENDATIONS.

MOTION TO APPROVE CONSENT AGENDA

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

7 RESOLUTIONS

1. Designation of Commission oversight capacity - Interim Town Attorney Horowitz
RESOLUTION NO. 2023-005

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

MOTION THE ELECT ACTING CLERK COMMISSIONER KASHEM TO BE THE PARKS LIAISON MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT CLERK COMMISSIONER HODGKINS TO BE THE PUBLIC WORKS LIAISON MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

INTERIM TOWN ATTORNEY CAUTIONED THE COMMISSION REGARDING DUAL ROLE, THE MAYOR DULY NOTED THE COMMENT FROM THE INTERIM TOWN ATTORNEY.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED TO BE INVOLVED AND ENGAGED WITHIN THE POLICE DEPARTMENT

MOTION TO PASS RESOLUTION 2023-005 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. **RESOLUTION NO. 2023-006 ILA** - Town Manager Jimenez, Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN**

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM REMOVED FROM THE AGENDA

8 ORDINANCES

9 NEW BUSINESS

1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023
MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION CARRIED.

MOTION TO WITHDRAW MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO PURCHASE THE TWO VEHICLES AS FOR THE CSA PROGRAM
MOTION TO APPROVE THE PURCHASE OF TWO CSA VEHICLES MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

2. Travel and Per Diem policy - Mayor Mohammed
EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

MOTION TO ADOPT THE TRAVEL POLICY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Moving access privileges to IT - Mayor Mohammed

I.T. DIRECTOR PAKULA PASSED OUT A HANDOUT (ATTACHED)

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

**MOTION TO MOVE THE ACCESS PRIVILEGES BACK TO THE I.T. DEPARTMENT
MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY
ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1
COMMISSIONER GEOFFREY JACOBS OPPOSED.**

4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

5. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez
Town Manager to put a list together regarding projects to use ARPA funds.

ITEM REMOVED FROM THE AGENDA

6. Discussion and Possible Action - Continued Employment of Police Chief - Town
Manager Jimenez, HR Director Friedman
**MOTION TO CALL THE QUESTION MADE BY VICE MAYOR ERIK MORRISSETTE,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION
PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

**MOTION TO FOLLOW AND ACCEPT THE TOWN MANAGERS RECOMMENDATION
TO TERMINATE WITHOUT CAUSE THE POLICE CHIEF OF POLICE, DAVE
HOWARD MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING
CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1
COMMISSIONER GEOFFREY JACOBS OPPOSED.**

HR DIRECTOR FRIEDMAN WANTED TO ADD TO THE RECORD AS TO ANOTHER
VIOLATION OF THE CODE OF CONDUCT IN THE INVESTIGATION ON
COMMISSIONER JACOBS, THAT HE IS ATTACKING JC JIMENEZ, TOWN
MANAGER; A FORMER EMPLOYEE WHO IS NOT LONGER EMPLOYED BY THE
TOWN AND HERSELF, BABETTE FRIEDMAN, HR DIRECTOR. SHE COMMENTED
" MOVING FORWARD, NOW THAT THE CHIEF OF POLICE IS TERMINATED,
WHAT'S NEXT?"

**MOTION TO APPOINT MAJOR RA-SHANNA DABNEY DONOVAN AS THE INTERIM
ACTING CHIEF OF ADMINISTRATIVE FOR THE POLICE DEPARTMENT MADE BY
VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.**

**MOTION TO APPOINT LIEUTENANT WADE DOUTY AS INTERIM ACTING
OPERATIONS POLICE CHIEF FOR THE POLICE DEPARTMENT MADE BY CLERK**

COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

7. Summer Hiatus- Mayor Mohammed

MOTION TO HAVE SUMMER HIATUS SET FOR JULY AND AUGUST WITH THE UNDERSTANDING THAT THERE WILL BE A WORKSHOP AT THE END OF AUGUST MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. Climate Preparedness Conference - Mayor Mohammed

MOTION THAT ANY COMMISSIONER THAT WISHES TO ATTEND THE CLIMATE PREPAREDNESS CONFERENCE IN MAY FROM THE 18TH TO THE 20TH IN AN AMOUNT NOT TO EXCEED \$4,000.00 MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10 OLD BUSINESS

11 DISCUSSION

1. Commission assignment of Boards and Committees - Commissioner Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month

CLERK COMMISSIONER HODGKINS WOULD LIKE TO REMAIN ON AS THE REPRESENTATIVE FOR THE MOP
MAYOR MOHAMMED STATED FOR THE COMMISSIONERS TO PICK WHICH COMMITTEE THEY WOULD LIKE TO REPRESENT, AND LET THE CLERK KNOW

MOTION TO HAVE MAYOR MOHAMMED AS DIRECTOR, VICE MAYOR MORRISSETTE AS ALTERNATE AND CLERK COMMISSIONER HODGKINS AS SECOND ALTERNATE TO THE BACK UP ON THE BROWARD LEAGUE OF CITIES MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION CARRIED.

2. Town Hall Generator - Commissioner Jacobs

LOOK INTO GENERATOR WITH A WRITTEN REPORT

12 ATTORNEY REPORTS LEGISLATIVE SESSION IS NOW CLOSED, MR. SIGERSON IS PREPARING LEGISLATIVE UPDATES TO THE COMMISSION. EFFECTIVE 2024 FORM 1 WILL NO LONGER APPLY TO ELECTED MUNICIPAL OFFICIALS. FORM 6 WILL BE A REQUIREMENT, WHICH IS A MORE DETAILED FINANCIAL INTEREST STATEMENT, BUT FORM 1 STILL APPLIES THIS YEAR. CODE ENFORCEMENT APPEAL FOR THE TOWN BEFORE THE CIRCUIT COURT REGARDING THE MAGISTRATES ORDER WAS UPHELD. ETHICS TRAINING REMINDER IS BEING HELD TUESDAY MAY 16 FROM 7PM TO 9PM.

13 TOWN MANAGER REPORTS TOWN MANAGER JIMENEZ WILL HAVE THE PROPOSAL FOR THE FORENSIC AUDIT AT THE NEXT WORKSHOP. HE WILL BE ATTENDING THE FLORIDA LEAGUE OF CITIES MANAGERS ASSOCIATION WORKSHOP IN ORLANDO.

14 COMMISSION REPORTS Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT HE CAME FORWARD AS A WHISTLEBLOWER REGARDING 2.3 MILLION DOLLARS MISSING AND STILL UNACCOUNTED FOR, AND STATED THAT THE FLORIDA STATE ATTORNEY GENERALS OFFICE NEEDS TO INVESTIGATE. HE PROCEEDS TO SAY THAT BAMBOO PARADISE HAD THE WATER DRAINAGE AND SEWER REDONE AT THE TAXPAYERS EXPENSE, AND THAT SW30TH AND THE CURRENT MAYOR ALSO HAD CORRECTIONS. HE STATED THAT THESE AREAS DO NOT HAVE ANY INFRASTRUCTURE ISSUES WHILE THE REST OF THE TOWN IS FAILING, AND IF LIFT STATION 17 IS LOST, WE WILL LOSE THE ELEMENTARY SCHOOL. VICE MAYOR MORRISSETTE STATED THAT THERE ARE A LOT OF PROBLEMS AS COMMISSIONER JACOBS SAID BUT WE NEED TO MOVE FORWARD. TOWN MANAGER TO PROVIDE START UP AND EXPIRATION DATES ALONG WITH THE EXTENSIONS AND THEIR CURRENT STATUS OF THE EIGHT (8) GRANTS.

MAYOR MOHAMMED ADDRESSED COMMISSIONER JACOBS CONCERNS STATING THAT HIS ALLEGATIONS REGARDING THE PURCHASE OF A 100 GRAND PUMP IS FALSE. SHE WENT ON TO SAY THAT HE IS MIX-MASKING FACTS. TOWN CLERK MARTELL TO SCHEDULE A MEETING TO FACT CHECK AND CLEAR UP EVERYTHING BEING SAID. FOR THE RECORD, MAYOR MOHAMMED HELD UP A PICTURE OF TERENCE MCKENNA (ATTACHED) TO CLARIFY ANY ALLEGATIONS REGARDING FALSELY ACCUSING THE MAYORS BROTHER OF HARASSING COMMISSIONER JACOBS.

MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO LET THE RESIDENTS KNOW THAT THE WEBSITE HAS BEEN UPDATED SO RESIDENTS CODE VIOLATIONS CAN BE VIEWED.

15 ANNOUNCEMENTS

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
Food Drive, Saturday, June 3, at 11:00 AM
Regular Commission meeting, Wednesday, June 14, at 7:00 PM
Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
9:16PM

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.

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Town of Pembroke Park
Regular Commission Meeting
May 10, 2023



MINUTES SPECIAL COMMISSION MEETING

5:30 PM - Wednesday, May 24, 2023
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, May 24, 2023, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

MEETING CALLED TO ORDER AT 5:42PM

2 PLEDGE OF ALLEGIANCE

LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

5 RESOLUTIONS

a) RESOLUTION NO. 2023-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING ROBERT'S RULES OF ORDER, NEWLY REVISED, AS MAY BE AMENDED FROM TIME TO TIME, AS THE OFFICIAL RULES AND PROCEDURES FOR CONDUCTING TOWN BUSINESS; ESTABLISHING CERTAIN PROCEDURES FOR TOWN COMMISSION MEETINGS;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION NO. 2023-007

Moved by Vice Mayor Erik Morrisette

Seconded by Acting Clerk Commissioner Musfika Kashem

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk

Commissioner Bill Hodgkins, and Acting Clerk Commissioner
Musfika Kashem
Nays: Commissioner Geoffrey Jacobs
PASSED 4-1 on a recorded vote

6 ATTORNEY COMMENTS
NONE

7 TOWN MANAGER COMMENTS
NONE

8 COMMISSIONER COMMENTS
Commissioner Geoffrey Jacobs - COMMISSIONER JACOBS STATED THAT HE THINKS THIS IS JUST ANOTHER WAY THE MAYOR IS TRYING TO MANIPULATE THE RULES TO SILENCE HIM. LETTER FROM HIS ATTORNEY WAS GIVEN TO THE CLERK, TOWN ATTORNEY AND TOWN MANAGER (ATTACHED)

Acting Clerk Commissioner Kashem - NONE
Clerk Commissioner William Hodgkins- NONE
Vice Mayor Erik Morrisette - NONE
Mayor Ashira Mohammed - NONE

9 ADJOURNMENT
WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 5:54 PM

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, May 24, 2023

6:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Commissioner Geoffrey Jacobs

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

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER Mayor Mohammed called meeting to order at 6:06pm

2. PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3. ROLL CALL The meeting was called to order at 6:06 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Babette Friedman, HR Director; Roy Brown, Finance & Budget Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4. PRESENTATIONS

1. National Public Works Week Employee Appreciation

Town of Pembroke Park
Workshop Commission Meeting
May 24, 2023

HR DIRECTOR FRIEDMAN RECOGNIZED NATIONAL PUBLIC WORK WEEK MAY 21 THRU MAY 27TH. SHE READ THEIR NAMES INTO THE RECORD THANKED EACH ONE OF THE EMPLOYEES.

5. REPORTS OF COMMITTEES AND TOWN STAFF

1. Fire Department - Chief Kane

FIRE CHIEF KANE PRESENTED REPORT AND SUBMITTED FOR COMMISSION REVIEW

6. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

1. May Monthly Report

INTERIM BUILDING OFFICIAL PIZZILLO PRESENTED REPORT AND SUBMITTED FOR COMMISSION REVIEW

7. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

1. Code Compliance Report for the month of April 2023

CHIEF CODE COMPLIANCE OFFICER RAMIREZ PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

8. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. FY24 - BSO Fire Rescue/EMS

DIRECTOR BROWN PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

DIRECTION WAS GIVEN TO DIRECTOR BROWN TO START CONVERSATION WITH BSO AND TO NEGOTIATE WITH POSSIBLE FIRE CONTRACT.

9. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Amending Chapter 19 of the Town's Code Of Ordinances, Entitled "Personnel"

ITEM PLACED AS LINE ITEM

2. Proposed Management Package

ITEM PLACED ON CONSENT

10. IT DEPARTMENT - IT DIRECTOR PAKULA

1. Grant Award letter

TOWN MANAGER TO SIGN OFF ON IT.

11. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

1. Affordable Housing Density Bonus

PLANNER CONSULTANT TO SEND DRAFT POLICY TO ALL COMMISSIONERS.

2. Code Amendment
 - A. Marijuana ban
 - B. B1 Mixed Use
 - C. Sign Code Change

ITEMS BEING TAKEN TO THE PLANNING AND ZONING COMMITTEE.
MAYOR MOHAMMED WOULD LIKE THE PLANNER TO LOOK INTO CHANGING
THE RULES FOR THE WHITE LED LIGHTS AROUND THE WINDOWS.

**12. POLICE DEPARTMENT - ACTING ADMINISTRATION POLICE CHIEF DABNEY-
DONOVAN AND ACTING OPERATIONS POLICE CHIEF DOUTY**

1. Monthly calls for service

INTERIM CHIEF OF POLICE DOUDY PRESENTED AND SUBMITTED REPORT FOR
COMMISSION REVIEW

MARK FRAZIER FROM BLUE LINE SOLUTIONS SPOKE ON RECORD REGARDING
THE TRAFFIC STUDY (ATTACHED)

MEETING RECESSED AT 7:30 PM
MEETING RESUMED AT 7:49PM

13. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR GHANY
PUBLIC SERVICE DIRECTOR GHANY INTRODUCED AND THANKED THE
COMMISSION

14. OLD BUSINESS LOBBYIST DAVE SIGERSON SPOKE ON RECORD

Town of Pembroke Park
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TIMOTHY WATSON FROM THE U.S SMALL BUSINESS ADMINISTRATION SPOKE ON RECORD.

15. NEW BUSINESS

1. Public Censure - Clerk Commissioner Hodgkins

TOWN ATTORNEY HOROWITZ TO WORK WITH THE CLERK COMMISSIONER HODGKINS REGARDING A RESOLUTION ON CENSURE ON CERTAIN ALLEGATIONS BROUGHT UP. DISCUSSION TO BE HELD JUNE 14, 2023.

2. Code of Conduct Ordinance - Mayor Mohammed

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

LINE ITEM

1ST READING TO BE HELD ON JUNE 14, 2023

3. Adopting Robert's Rules of Order - Mayor Mohammed

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF ORDINANCE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

LINE ITEM

1ST READING TO BE HELD ON JUNE 14, 2023

4. Commission Chambers Renovation - Town Clerk Martell

LINE ITEM

TOWN CLERK MARTELL TO OBTAIN QUOTES

Town of Pembroke Park
Workshop Commission Meeting
May 24, 2023

TOWN MANAGER TO COME UP WITH A PLAN FOR THE NEXT MEETING.

16. DISCUSSION

1. Lift Station #17 - Commissioner Jacobs

NO ACTION

2. Retaliation Police Chief/Mayor - Commissioner Jacobs

NO ACTION

3. Commission form of government discussion - Commissioner Jacobs
Town Charter

NO ACTION

4. Miguel Nunez Investigation Discussion - Commissioner Jacobs

NO ACTION

5. Police Chief Discussion - Commissioner Jacobs
Back up: 5/10/2023 Town of Pembroke Park Commission Voting Sheet 2023, Notice of
Suit Chief Howard (on file town records)

NO ACTION

6. Termination of Joy Brown Discussion - Commissioner Jacobs

NO ACTION

7. Criminal Activity Discussion - Commissioner Jacobs
Back up: security footage from IT Director Pakula Memorial Day May 25th
2020, <https://wsvn.com/news/local/video-shows-pembroke-park-mayor-town-employee-leaving-town-hall-with-documents-after-accessing-offices-after-hours/>, the BSO report
regarding this incident the town has possession of - Commissioner Jacobs

NO ACTION

MAYOR MOHAMMED ASKED TO PLEASE STOP MAKING FALSE STATEMENTS
REGARDING HER AND HER FAMILY.

Town of Pembroke Park
Workshop Commission Meeting
May 24, 2023

TOWN MANAGER TO SEND COMMISSIONER JACOBS INFORMATION REGARDING THE 2.3 MILLION DOLLAR LOAN.

8. Town Attorney Position - Town Manager Jimenez

COMMISSIONERS RECOMMENDING THE TOWN TO GO OUT FOR RFP.

DISCUSSION OF TODD LARSON FORWARDED TO THE NEXT COMMISSION MEETING JUNE 14, 2023

17. TOWN CLERK COMMENTS TOWN CLERK MARTELL SAID THAT COMMISSIONER JACOBS STATED THAT HE PREFER NOT HAVE ANY COMMUNICATION WITH HER AND SHE'S REQUESTING THAT COMMISSIONER JACOBS, DO THE SAME AND TO PLEASE LEAVE HER OUT OF HIS CONVERSATION.

18. ATTORNEY COMMENTS NONE

19. TOWN MANAGER COMMENTS TOWN MANAGER JIMENEZ SAID THAT THE POLICE DEPARTMENT WOULD LIKE TO EXTEND AN OPPORTUNITY TO MEET WITH THE COMMISSION AND HAVE THE COMMISSION DO A DRIVE AROUND DURING THEIR SHIFT TO SEE WHAT A DAY IN THE LIFE FOR A POLICE OFFICER. THE POLICE OFFICERS WOULD LIKE ONE ON ONE TIME TO GET TO KNOW THE COMMISSION. TOWN MANAGER JIMENEZ WILL SEND OUT EMAIL.

20. COMMISSIONER COMMENTS

1. Commissioner Jacobs - COMMISSIONER JACOBS QUESTIONED THE TOWN MANAGER ON THE FOLLOWING THE 25TH STREET PROJECT, TOWN MANAGER TO CHECK DATE WAS AWARDED. HE STATED THAT THIS IS A TWO-PART PHASE AND THAT THE FIRST PHASE WAS FOR THE DESIGN AND THEN THEY REASSESS TO MAKE SURE IT MEETS THE CRITERIA WHICH WE FAILED TO MEET. THE TOWN MANAGER SAID THAT THIS WILL NOT HINDER US GETTING MORE GRANTS. HE ASKED IF THERE WAS A LIST FOR THE EIGHT PENDING GRANTS AND THE COST FOR THE SPECIAL MEETINGS, TOWN MANAGER TO PROVIDE A LIST. COMMISSIONER JACOBS ASKED WHY THE WEEKLY REPORTS STOPPED, THE TOWN MANAGER REPLIED THAT HE WAS OUT SICK BUT WILL CONTINUE SENDING THE WEEKLY REPORTS. COMMISSIONER JACOBS ASKED ABOUT THE (6) OUTSTANDING ORDINANCES, TOWN MANAGER REPLIED STATING THAT THEY WILL BE SEEN ON THE NEXT WORKSHOP.

HE ASKED ABOUT THE PUBLIC WORKS EQUIPMENT, THE TOWN MANAGER REPLIED THAT THE COMMISSION DIDN'T TAKE OFFICIAL ACTION, AND THAT IT WAS NOT APPROVED. TOWN MANAGER TO CHECK WITH PUBLIC WORKS DIRECTOR IN RESPONSE TO COMMISSIONER JACOBS COMMENT OF THE MAINTENANCE WORKERS USING THEIR OWN TOOLS.

HE ASKED ABOUT THE POLL THAT HAS NOT BEEN FIXED IN THE PARK THAT BSO RAN INTO. THE TOWN MANAGER REPLIED THAT HE WILL COMMUNICATE WITH CAPTAIN COKER TO GET THEIR INSURANCE REPRESENTATIVE.

SRO CONTRACT MANAGER REPLIED THAT HE HAD CONVERSATION WITH THEIR DEPUTY GENERAL COUNSEL AND THE INTERIM TOWN ATTORNEY HAD ALSO SENT AN EMAIL. HE SAID THAT SHE DIRECTED THE FORMER POLICE CHIEF TO SPEAK WITH HIS COUNTERPART AND THAT A DRAFT WAS BEING WORKED ON.

PD BUILD-OUT TOWN MANAGER REPLIED THAT THERE WAS A ISSUE WITH A STRUCTURAL WALL, THEY WILL BE COMING FORWARD WITH THE PRICE ON WHAT NEEDS TO BE FIXED. THE SHORING HAS BEEN APPROVED; NO COMPLETION DATE WAS STATED.

FORENSIC AUDIT ON TOWN RECORDS WAS QUESTIONED, TOWN MANAGER SAID THAT THE FIRM WAS WORKING ON IT AND SHOULD HAVE RESULTS BY THE 25TH AND WILL BE BROUGHT UP ON THE NEXT MEETING.

FINALLY, BEING QUESTIONED REGARDING THE TELEMENTARY, THE TOWN MANAGER STATED THAT IT HAS NOT BEEN SIGNED BY THE GOVERNOR'S OFFICE AND CLARIFIED PROCESS.

MAYOR MOHAMMED CLARIFIED THAT THE CONTRACTOR FOR THE CANOPY REPAIR IS WAITING FOR THE PERMIT TO BE PULLED

Acting Clerk Commissioner Kashem - ACTING CLERK COMMISSIONER KASHEM INVITED ALL TO HER EVEN BEING HELD FRIDAY MAY 26TH. SHE ALSO STATED THAT SHE WISHED TONIGHT WAS THE LAST NIGHT OF ARGUING AND HOPED FOR ALL TO WORK AS A TEAM AND MAKE POSITIVE CHANGES.

Clerk Commissioner Hodgkins - NONE

Vice Mayor Morrisette - NONE

Mayor Mohammed - MAYOR MOHAMMED AGREED WITH COLLEAGUE THAT ALL NEED TO WORK TOGETHER AND MOVE FORWARD. SHE DIRECTED THE INTERIM TOWN ATTORNEY TO BE SURE ITEMS PLACED ON THE AGENDA REFLECT ITEMS THAT CAN BE VOTED ON AND DISCUSSED, ITEMS THAT HAVE TO DO WITH TOWN BUSINESS.

21. ANNOUNCEMENTS

Town of Pembroke Park
Workshop Commission Meeting
May 24, 2023

1. Food Drive, Saturday, June 3, at 11 AM
Regular Commission Meeting, Wednesday, June 14, 2023 at 7:00 PM
Citizenship Drive, Saturday June 17, 2023 10:00 AM to 2 PM
Special Magistrate Hearing, Wednesday, June 21, 2023 at 9:00 AM
Workshop Commission Meeting, Wednesday, August 23, 2023 at 6:00 PM

22. 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.

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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
May 24, 2023

AGENDA ITEM REPORT



To:

Subject: Proposed Management Package

Meeting: 05 24 2023 DRAFT AGENDA WORKSHOP COMMISSION MEETING - May 24 2023

Department: Administrative

Staff Contact:

FINANCIAL IMPACT:

\$15,000 Annually

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[memo management package](#)

[2023 New Employee Benefit Summary](#)

Roy Brown, Finance & Budget Director	Status: Approved - May 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - May 18 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



Date: May 24, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director 

RE: Proposed Management Package

At this time, we are proposing adding a management package for Directors to assist in retention efforts and future recruitments.

The current state of the job market is an employee's market, and the competition is aggressive. The goal is to be competitive with other municipalities who offer similar benefits to Executive Staff as we all compete for the same pool of applicants. Attached is the proposed package. The Car allowance will not go into effect until October 1, 2023.

We are requesting your approval to adopt this management package.

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



New Employee Benefit Summary

The benefits described in this summary are subject to change.

Executive Staff

Vacation Leave

Vacation leave is based on the employee's work week, and is calculated in the following manner:

Service	Vacation Leave
0 to 48 months	6.1539 hours per pay period = 160 hours per year
48 months to 120 months	6.9240 hours per pay period = 180 hours per year
120 months or more	7.6924 hours per pay period = 200 hours per year

Vacation leave can be used after successful completion of three (3) months of employment. Only two (2) weeks can be used consecutively. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee.

Telecommuting

Telecommuting allows Department Heads to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Town-wide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors for a maximum five (5) days per month. The days cannot be used consecutively. Any exceptions must be pre-approved by the Town Manager.

Car Allowance

Employees holding the position of Assistant Town Manager, Director, and Assistant Director shall be provided a \$250 a month car allowance for use of privately owned automobiles on official business. The only Department Heads who may receive a take-home vehicles in lieu of a car allowance are the Public Services Director, Assistant Public Services Director, Police Chief, or Police Command Staff.

Severance

Six (6) weeks of base pay; payable for termination of employment after completion of three-month period.

AGENDA ITEM REPORT



To:

Subject: Town Manager Contract Renewal

Meeting: AGENDA REGULAR COMMISSION MEETING - Jun 14 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends renewal.

ATTACHMENTS:

[JC Update Contract Renewal](#)

	Status:
Roy Brown, Finance & Budget Director	Approved - Jun 01 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jun 05 2023
JC Jimenez, Town Manager	Approved - Jun 07 2023
Marlen Martell, Town Clerk	Approved - Jun 07 2023

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and Juan C. Jimenez (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, on June 1, 2020 the Town and the Juan C. Jimenez entered into an Employment Agreement (the "Original Agreement"), whereby the Town engaged Mr. Jimenez to serve as Town Manager pursuant to Sec. 2-92 of the Town's Code of Ordinances; and

WHEREAS, the term of the Original Agreement expires June 1, 2023 and

WHEREAS, the Town Commission desires to renew the Town's agreement with Town Manager of the Town of Pembroke Park, Florida; and

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

WHEREAS, Juan C. Jimenez desires to continue employment as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

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

Section 1. Employment

A. The Town's employment of Juan C. Jimenez shall be renewed effective June 14, 2023, and will continue for a period of one (1) years. Provided that neither party gives the other two (2) months' written termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of one hundred seventy-five thousand dollars **(\$175,000.00)**, payable in equal weekly installments at the same time as other Town employees are paid.

{00567245.1 3399-0000000 }

B. After the first full year of this Agreement, and annually thereafter, should the general Town staff receive a cost of living increase, the Town Manager will receive the same increase at the same time as the other staff.

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and every six (6) months thereafter, the Town Manager and Town Commissioners shall meet individually, and, in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

D. The Town may also increase the Town Manager's base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Manager. The form of the evaluation shall be suggested by the Town Manager and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Town Manager. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

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

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

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to

such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

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

Section 4. Automobile Allowance and Communications Equipment

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

A. Automobile Allowance

1. During the term of this Agreement the Town will provide the Town Manager with an automobile, the make and model to be mutually agreed upon between the parties, which shall be chosen from a competitively bid contract with a Florida governmental agency (the "Automobile"). The Automobile shall belong to or be leased by the Town and shall be registered in the Town's name for use by the Town Manager during the term of his employment with the Town. The Town shall bear all the fixed and variable costs of the Automobile, including licenses, insurance, gasoline, regular maintenance and repairs. Use by the Town Manager of the Automobile shall be made at all times only for his Town-related transportation and travel use. The Town Manager shall take reasonable care of the Automobile, including but not limited to: obeying traffic laws and bringing the Automobile for routine maintenance, and shall promptly notify the Town in the event there is an issue related to the Automobile, including but not limited to: an accident, traffic citation, need for repair, or suspension of driver's license. The Town shall not, at any time, bear the costs of any traffic citation, offense or fine of any kind incurred by the Town Manager during his use of the Automobile. The Automobile will be promptly returned to the Town by the Town Manager immediately after the Town Manager's separation of employment with the Town, clean and in good working condition. It is hereby agreed that the Town Manager has no right of retention with regard to the Automobile.

1. Until the Town provides the Town Manager with an Automobile as per Paragraph A.1. of this Section, The Town agrees to pay the Town Manager a monthly automobile allowance of five hundred Dollars (\$500) to lease or own, insure, operate and maintain a vehicle, including fuel, for the discharge of his responsibilities to the Town. For the conduct of any Town business outside Broward County, the Town Manager shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.

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

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

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference or other local government management professional association's annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida requires Town Commission prior approval.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. The Town Manager shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave.

B. In addition to Vacation Leave, the Town Manager shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.

C. Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

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

Section 9. Health, Dental, Vision, Life and Disability Insurance

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

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

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

Section 10. Retirement

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

Section 11. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without "just cause," as set forth in this section.

B. Termination "without just cause." Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause," then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Town Commission agree to pay the Town Manager a lump sum severance pay equal to the lesser of either twenty (20) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members,

and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

C. Termination “with just cause”. In the event the Town Manager is terminated “with just cause”, the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, “just cause” is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager’s duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the Town Manager “with just cause,” as provided in Paragraph C above, then the Town Manager will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Town Manager, then the Town Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of terminations.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Town Commission in writing of the

alleged violation. The Town Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than two (2) months prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Code of Ethics

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

Section 16. Attorney's Fees

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

Section 17. Bonding

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

Section 18. Transparency

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

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

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

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

Section 19. General Terms and Conditions

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

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

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

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

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

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement;

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

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Page **10** of **11**

Page 11 of 12

Executed by the TOWN this ____ day of _____, 2023.

TOWN OF PEMBROKE PARK

By: _____
Ashira Mohammed, Mayor

ATTEST:

Marlen Martell, Town Clerk

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

Witnesses:

Signature

Juan C. Jimenez

Print Name

Signature

Print Name

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RESOLUTION NO. 2023-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED THE TOWN'S CODE OF CONDUCT, AS SET FORTH IN RESOLUTION NO. 2020-090, DATED DECEMBER 9, 2020; FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED MISCONDUCT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") is a municipal corporation located within Broward County, duly organized and existing under the laws of the State of Florida and is charged with providing exceptional public services to residents located within its corporate limits; and

WHEREAS, in December 9, 2020, the Town Commission adopted Resolution No. 2020-090 (the "Resolution"), thereby establishing a Code of Conduct for the Town's elected and appointed officials; and

WHEREAS, Commissioner Jacobs was Mayor of the Town when the Resolution was adopted; and

WHEREAS, then-Mayor Jacobs voted in favor of the Resolution in December 2020 and executed the Resolution, as mayor, upon adoption; and

WHEREAS, at the May 25, 2023 Town Commission workshop, the Town Commission, by consensus and at the request of Clerk-Commissioner Hodgkins, authorized and directed the Interim Town Attorney's Office to commence the drafting of a resolution providing for the formal censure and public reprimand of Commissioner Jacobs for the reasons set forth herein; and

WHEREAS, the Town Commission finds that Commissioner Jacobs has repeatedly violated the Resolution, as set forth in greater detail in this resolution, and that Commissioner Jacobs' continued misconduct warrants a strong rebuke from the Town Commission; and

WHEREAS, Section 1(1)(a) of the Resolution states, as follows:

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlines in parliamentary procedure.

WHEREAS, since Commissioner Jacobs was succeeded as mayor by Mayor Ashira Mohammed on April 12, 2023, Commissioner Jacobs has disregarded Mayor Mohammed's repeated efforts to maintain decorum and focus the commission discussion on agenda items and Town business; and

WHEREAS, Section 1(1)(b) of the Resolution states, as follows:

Difficult questions, tough challenges to a particular point of view and criticism or ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

WHEREAS, Commissioner Jacobs has repeatedly directed slanderous, threatening, abusive and disparaging comments towards fellow commission members, Town staff and members of the public at public meetings conducted in accordance with Sec. 286.011, F.S., the Florida Sunshine Law; and

WHEREAS, Commissioner Jacobs, at such public meetings of the Town Commission, including regular and workshop meetings, has referred to fellow commission members as "stupid" and "ignorant;" and

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WHEREAS, in October 2022, then-Mayor Jacobs sent a homophobic and misogynistic Tik Tok video to the then-Town Attorney, who was an openly gay Town employee, exposing the Town to serious, potential liability and resulting in criminal complaints being filed; and

WHEREAS, on April 12, 2023, the Town's HR Director made an impassioned presentation to the Commission on behalf of "current and former Town employees who do not have a voice," raising charges of intimidation and retaliation against Commissioner Jacobs and accusing Jacobs of attacking Town staff and Town officials on social media; and

WHEREAS, the HR Director further raised allegations of "toxic and abusive" behavior by Commissioner Jacobs and alleged that Commissioner Jacobs has created a "hostile" work environment in the Town; and

WHEREAS, the HR Director's presentation resulted in the Town Commission initiating an investigation into Commissioner Jacobs pursuant to the Town's investigation policy; and

WHEREAS, on May 8, 2023, the HR Director formally notified the Town Manager and the Interim Town Attorney that Commissioner Jacobs had referred to her as a "Nazi" in front of other Town employees at the Town's Food Drive event on May 6; and

WHEREAS, as the decedent of Holocaust survivors, the HR Director was particularly offended by these egregious and outrageous comments; and

WHEREAS, Section 1(1)(C) of the Resolution states, as follows:

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used.

WHEREAS, Commissioner Jacobs has failed to apologize to Town staff and other Town officials despite repeatedly attacking such individuals, publicly and privately, and receiving calls for him to demonstrate some form of contrition; and

WHEREAS, Section 1(3)(a) of the Resolution states, as follows:

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

WHEREAS, as previously noted, while mayor, Commissioner Jacobs sent a homophobic and misogynistic video to a gay Town employee, exposing the Town to serious, potential liability; and

WHEREAS, as further noted, Commissioner Jacobs allegedly referred to an employee of Jewish heritage as a “Nazi” at a Town event; and

WHEREAS, Section 1(3)(c) of the Resolution states, as follows:

Elected and appointed Town officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee’s supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

WHEREAS, Commissioner Jacobs has routinely and repeatedly attacked the job performance of certain Town employees in public meetings; and

WHEREAS, Commissioner Jacobs has made posts on social media publicly questioning the integrity of not only his fellow commission members, but also of Town employees; and

WHEREAS, Commissioner Jacobs has, at public meetings, referred to the Town as a “shithole” and a “shitshow,” prior to his election to office; and

WHEREAS, other members of the Town Commission, and certain members of the Town's professional staff, have attempted to caution Commissioner Jacobs about his continued unacceptable behavior; and

WHEREAS, the Town Commission finds that censuring Commissioner Jacobs for violations of the Town's Code of Conduct is in the best interests of the citizens and residents of the Town, and that the adoption of this resolution demonstrates to the Town and its professional staff that the conduct and behavior exhibited by Commissioner Jacobs is unacceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. That the Articles of Censure, as detailed in the foregoing "Whereas" clauses, are hereby accepted and adopted by the Town Commission, and the Town Commission hereby finds that Commissioner Jacobs has violated the Town's Code of Conduct, as set forth in Resolution No. 2020—90.

Section 3. That the Town Commission hereby formally censures and publicly reprimands Commissioner Jacobs for his continued unacceptable behavior and misconduct. Further, the Town Commission finds that Commissioner Jacobs' conduct is unacceptable and that he must maintain order, decorum, civility and respect in his dealings with fellow commission members and the Town's professional staff.

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

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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.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

RESOLUTION NO. 2023-009

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, in accordance with the provisions of Section 200.065(1), Florida Statutes, it is determined that the rolled-back rate computed as aforesaid is 7.7350 and the proposed millage rate is 8.5, which is 9.9% percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 13, 2023, and the final public hearing has been scheduled for 6:00 p.m. at Town Hall on September 27, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

Section 2. The Town Commission hereby finds and declares that the operating millage rate adopted by this Resolution is 8.5, which exceeds the current year rolled-back rate of

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7.7350 by 9.9%.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of June, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2020, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2020-090 ("Resolution"), thereby adopting a code of conduct for elected and appointed town officials; and

WHEREAS, the Town's elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions and goals and; despite that diversity, have all chosen to serve in public office in order to preserve and protect the present and future of the community; and

WHEREAS, it is recognized and accepted that all the Town's elected and appointed officials have the Town's best interests in mind, even though individuals may not agree on every issue; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, it is further recognized that difficult questions, touch challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action; however, such debate does not justify nor permit public officials making belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments about other officials, Town staff or members of the public; and

WHEREAS, the Town Commission recognizes that its members have a public forum and a responsibility to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole; and

WHEREAS, it is essential for the public to feel welcome and able to participate on matters that affect the community, and such participation is an important part of the democratic process; and

WHEREAS, the Town Commission should show no signs of partiality, prejudice or disrespect to any individual addressing the commission or participating in a public forum; and

WHEREAS, the Town Commission agrees that members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding any matter under consideration by the Commission; and

WHEREAS, the Town Commission recognizes that under a “commission” form of government the member of the Commission have certain Charter-driven duties and responsibilities to the Town; however, it is further acknowledged that an elected official’s

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Words in underlined type are additions.

participation in the daily operation of the Town, including attendance at Town staff meetings, may be perceived to show support or opposition for a particular project, may intimidate staff, and may hamper staff's ability to do their job objectively; and

WHEREAS, the Town Commission seeks repeal the Resolution codify the Town's Code of Conduct as an ordinance, and further an enhance the Code of Conduct for the Town's elected and appointed officials;

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, as set for therein, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2 of the Town's Code of Ordinances entitled "Administration," is amended by specifically amending Article II, entitled "Town Commission." Section 2-16, to be entitled "Code of Conduct for Elected and Appointed Officials," as follows:

Sec. 2-16 **Code of Conduct for Elected and Appointed Officials**

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

A) Intent. The intent of this section is to establish conduct guidelines designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park. This section shall supplement the standards of conduction for public officials and employees, as set forth in Chapter 112, F.S., as well as the Broward County Code of Ethics for Elected Officials, as may be amended from time to time.

B) Conduct Guidelines. All members of the Town Commission shall:

- 1) Work to foster an atmosphere of respect and civility among colleagues on the Town Commission, Town employees, and members of the public;
- 2) Be professional and respectful in all interactions with each other, Town staff and members of the public, including oral and written interactions;
- 3) Work to promote, in the general public, an understanding of the role of elected officials and accurate information regarding Town matters;
- 4) Attempt not to abruptly interrupt each other or members of the public during Town Commission meetings. Only the chair – not individual commission members – is permitted to interrupt a speaker during a presentation. However, a member may ask the chair for a “point of order” if the speaker is off the topic or exhibiting behavior or language that the member finds disturbing;
- 5) Refrain from using profanity, intimidation, making disparaging remarks and using *ad hominem* attacks towards each other or towards members of the public in any settling, including, but not limited to Town Commission meetings and on social media;
- 6) Refrain from yelling or screaming at each other, Town staff, or members of the public in any setting, including during Town Commission meetings.

C) Commission Interaction with Town Staff. Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

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Words in underlined type are additions.

- 1) Under a commission form of government, elected officials acting in their official capacity will interact with staff. Elected and appointed officials shall not direct staff or interrupt staff while they are in meetings, on the telephone, or engrossed in performing their job functions in order to meet the official's individual needs.
 - 2) Elected and appointed officials shall express any concerns about an employee's performance privately and only to the Town Manager. Elected official may make direct inquiry on Town matters to the Human Resources Director; however, direction by the elected officials to the Human Resources Director shall only be through the Town Manager.
 - 3) Elected and appointed officials, acting in their individual capacity, shall not attempt to influence Town staff on making appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions, unless other required by the Town Charter.
 - 4) Elected and appointed officials shall not solicit any kind of political support, including by not limited to financial contributions, displays of posters or lawn signs, or names on support lists from Town staff. Town officers and employees may engage in political activity in accordance with Sec. 104.31, F.S., as may be amended from time to time.
- D) Commission Interaction with Appointed Officials. The Town has established citizen boards to assist in the operation of the Town and to allow for community input. Citizens who serve on boards become more involved in government and serve as advisors to the Town commission. They are recognized as a valuable resource to the Town's leadership and shall be treated with appreciation and respect.
- 1) Elected officials attending board meetings shall only express their personal opinions. Any public comments by an elected official at a board meeting shall be clearly made as an individual stating a personal opinion and not as a commission member representing the opinion of the Town Commission.
 - 2) The Town Commission appoints individuals to serve on boards, and it is the responsibility of the boards to follow policies established by the Town Commission. Board members do not report to individual commission members

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and commission members shall not threaten Board members with removal if they disagree with a commission member about an issue.

3) Appointment and re-appointment to Town Boards shall be based on such criteria including expertise, ability to work with staff and the public, and a commitment to fulfilling official duties.

4) Board appointments shall not be offered as a political “reward.”

5) Elected officials shall be fair and respectful of all citizens serving on Town Boards.

6) Board members may offer political support to an elected official, but such support shall not occur in a public forum while conducting official Town business. Elected officials may support board members who choose to run for office, but such support shall not occur in a public forum in their capacity as a member of the Town Commission.

E) Enforcement and Penalties. This section is intended to be a self-enforcing expression of the standards of conduct for elected and appointed officials in the Town. All newly elected and appointed officials, all candidates for Town Commission, the Town Manager, the Town Clerk and all applicants to Town boards shall receive a copy of this section. Members entering office shall sign a statement acknowledging that they have read and understand the Code of Conduct, as set forth in this section.

The Town Commission shall have the authority to enforce this section against its own members. In the event that a member of the Town Commission, after being afforded due process, is determined by the commission to have violated this Section, the Town Commission may impose one or more of the following:

1) Oral reprimand,

2) Written reprimand,

3) Public censure,

4) Any other lawful penalty deemed to be reasonable and appropriate by the Town Commission.

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Words in underlined type are additions.

F) Periodic Review. This section shall be reviewed periodically by the Town Commission and updated, as needed.

Section 3. Resolution No. 2020-090, adopted December 9, 2020, is hereby repealed in its entirety.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
____ DAY OF _____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____

{00563063.2 3399-0000000 }

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES”

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park.

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases,

this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community

is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

- (b) Do not disrupt Town staff from their jobs.

Under a commission form of government, elected officials acting in their official capacity, will interact with staff. However, elected and appointed officials should not direct staff, nor should they interrupt staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

- (c) Never publicly criticize an individual employee.

Elected and appointed Town officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to

influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an

individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its

provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 9th day of December, 2020.

ATTEST:


MARLEN D. MARTELL
Town Clerk


GEOFFREY JACOBS
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution


MELISSA P. ANDERSON
Town Attorney

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ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING AND CLARIFYING THE PROCEDURE FOR CALLING SPECIAL AND EMERGENCY MEETINGS OF THE TOWN COMMISSION; CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF ORDINANCE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; CREATING SECTION 2-44, TO BE ENTITLED, "SUPPLEMENTAL TOWN COMMISSION PROCEDURES;" PROVIDING ADDITIONAL PROCEDURES FOR CONDUCTING MEETINGS OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks to ensure that meetings of the Town Commission are conducted in an orderly manner with the necessary formality in place to protect the rights and interests of all interested parties; and

WHEREAS, at its special meeting on May 24, 2023, the Town Commission adopted a resolution establishing Robert's Rules of Order as the parliamentary procedures for the Town Commission; and

WHEREAS, the Town Commission now seeks to formally codify Robert's Rules of Order as the parliamentary procedures for Town Commission meetings, and further embrace additional procedures for the Town Commission; and

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, as set for therein, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2 of the Town's Code of Ordinances, entitled "Administration," is amended by specifically amending Division 3, entitled "Meetings," as follows:

Division 3 Meetings

Sec. 2-3642. - Date and time for regular meetings.

The Town Commission shall meet for regular meetings on the second Wednesday of each and every month at the hour of 7:00 p.m.; or as soon thereafter as possible. In the event of a holiday, or other special circumstance, the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.

Sec. 2-376. - Requests for special meetings—Application.

Any party requesting a special meeting of the Town Commission shall submit a request in writing to the Town Clerk. make application therefor in writing upon forms to be prepared and made available by the Clerk-Commissioner.

Sec. 2-3738. - Same—Administrative fee.

Any party requesting a special meeting of the Town Commission shall, concurrently with the filing of an application therefor, pay unto the Clerk-Commissioner an administrative fee for such special meeting in the amount of two hundred fifty dollars (\$250.00).

Sec. 2-3839. - Disposition of administrative fees.

All administrative fees paid pursuant to this division shall be deposited in the general revenue fund of the Town.

Sec. 2-~~39~~40. - Refund of administrative fee.

The Town Commission may, in its sole discretion, at any special meeting called pursuant to the provisions of this division, order a refund of the administrative fee paid pursuant to the provisions of this division upon good cause shown therefor by the petitioner.

Sec. 2-410. - Call for special meeting.

(a) Upon the filing of ~~an application~~written request for special meeting of the Town Commission, the Mayor or a majority of the members of the Town Commission may call a special meeting pursuant to a request filed in accordance with the provisions of section 2-367 of this division.

(b) Any Commissioner may call for a special meeting of the Town Commission on the date and time specified by the requesting Commissioner. The Deputy Town Clerk shall contact the remaining commissioners to determine whether they are available to attend the special meeting at the date and time specified. The special meeting shall be scheduled and properly notice in the event the number of commissioners available for the special meeting will constitute a quorum.

Sec. 2-~~41~~42. - Posting of notice.

Notice of any special meeting called pursuant to this division shall be posted at the Town Hall at least forty-eight (48) hours prior to the time for the convening of such special meeting.

Sec. 2-43. Emergency Meetings

Emergency meetings of the Town Commission may be called by the Mayor, the Town Manager or a majority of the Town Commission whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than twelve (12) hours' notice to each commission member and the public. The Deputy Town Clerk shall contact the remaining members of the commission to determine whether they are available to attend the emergency meeting at the date and time specified. The emergency meeting shall be scheduled and properly noticed in the event the number of commissioners available for the emergency meeting will constitute a quorum.

Sec. 2-42. — Date and time for regular meetings.

The Town Commission shall meet for regular meetings on the second Wednesday of each and every month at the hour of 7:00 p.m.; or as soon

~~thereafter as possible. In the event of a holiday, or other special circumstance, the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.~~

Section 3. Chapter 2 of the Town’s Code of Ordinances entitled “Administration,” is amended by specifically amending Article II, entitled “Town Commission,” Section 2-43, to be entitled “Parliamentary Procedures,” and Section 2-44, to be entitled “Supplemental Commission Procedures,” as follows:

Sec. 2-43 Parliamentary Procedure

All meetings of Town Commission shall be governed by Robert’s Rules of Order, Newly Revised, as may be amended from time to time. The Mayor shall make rulings on parliamentary procedure and shall call for all votes incident to requirements set forth in the Town Charter and this Code. The procedures set forth in the Town Code shall supersede Robert’s Rules of Order on any subject specifically addressed to the extent possible; however, on any matters not specifically addressed, Robert’s Rules of Order shall prevail.

Sec. 2-44 Supplemental Commission Procedures

These rules, consistent with the Town Charter and applicable Town ordinance, statute or other legal requirement shall govern the proceedings of the Town Commission.

- 1) *Authority of the Chair.* Subject to appeal to the full Town Commission, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Commission by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith. Any member of the Town Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Commission shall require the presiding officer to act. A majority vote of the Town Commission may overrule any parliamentary ruling made by the Mayor.
- 2) *Mayor to Facilitate Commission Meetings.* In the role of facilitator, the Mayor shall assist the Town Commission in focusing agenda discussions and deliberations.
- 3) *Commission Deliberation and Order of Speakers.* The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of their request to speak. With the concurrence of the Mayor, a Commission member holding the floor may address a question to another Commission member and that Commission member may respond while the floor is still held by the Commission member asking the question. A

Commission member may opt not to answer a question while another Commission member has the floor.

- 4) Limit Deliberations to the Item at Hand. Commission member shall limit their comments to the subject matter, time or motion being currently considered by the Town Commission.
- 5) Length of Commissioner Comments. Each time a Commission member is given an opportunity to speak on an item on the agenda, the Commission member shall limit their comments on the item to three (3) minutes. Each Commission member shall be given an opportunity to speak on an item before a Commission member is given a second opportunity to do so. The Mayor shall have discretion to grant additional time to members of the Commission to finish their comments on an agenda item.
- 6) Obtaining the Floor. Any member of the Town Commission wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Commission member who seeks the floor when appropriately entitled to do so.
- 7) Motions. Motions may be made by any member of the Town Commission, including the Mayor or the then-presiding officer, provided that before the Mayor or the then-presiding officer offer a motion, the opportunity for making a motion should be offered to other members of the Town Commission. Any member of the Town Commission, other than the person offering the motion, may second a motion.
- 8) Procedures for Motions. The following is the general procedure for making motions:
 - a) Before a motion can be considered or debated, it must be seconded.
 - b) A Commission member who wishes to make a motion should do so through a verbal request to the Mayor.
 - c) A Commission member who wishes to second a motion should do so through a verbal request to the Mayor.
 - d) Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Commission member properly recognized by the Mayor.
 - e) Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Commission member may be allowed to explain their vote.

- f) The motions set forth in Subsection (9) are examples of possible motions. Commission members may word motions in any common manner provided such motions and intended action is clear. The Mayor or then-presiding officer will confirm that each of the Commission members under the motion prior to calling for a vote on the motion.
- g) When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amendment an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

9) Examples of Motions.

- a) *Motion to Approve or Deny.* A motion to approve or deny is a proposal to take specific action. The maker of the motion may state “I move to approve/deny Agenda Item #...” or may state the recommended motion in clear and concise terms.
- b) *Motion to Approve with Amendments.* A motion to approve a specific action may include amendments recommended by Town staff, another Commission member or the Town Attorney. The maker of the motion may state, “I move to approve Agenda Item #.... with the following amendments....” or may state the recommended motion in clear and concise terms.
- c) *Motion to Reconsider.* A motion to reconsider indicates that a Commission member wants the Town Commission to reconsider a prior action of the Commission and, if successful, for the Commission to consider taking different action. A motion to reconsider may only be made by a Commission member who voted on the prevailing side of the motion they are seeking to have reconsidered. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Commission, provided that the reconsideration request complies with the requirements of Ch. 286, F.S. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. If a motion to reconsider fails, the action seeking to be reconsidered remains in effect. If the motion to reconsider passes, then a motion is made for the different action on the item being reconsidered.
- d) *Motion to Adjourn.* A motion to adjourn is to end a meeting. The maker of the motion may state, “I move to adjourn the meeting.” A motion to adjourn is not required to adjourn a meeting once all business on the meeting agenda is concluded.

e) Withdrawal of Motion. A withdrawal of a motion indicates a motion may be withdrawn or modified by the Commission member who originally made the motion at any time prior to passage. If a motion is withdrawn the Commission member who originally made the motion, or another Commission member may then make a motion to be seconded by another Commission member.

10) Non-observance of Rule. The procedures set forth in this section are intended to expedite and facilitate the transaction of the business of the Town Commission in an orderly fashion and shall be deemed to be procedural only. The failure of the Town Commission to strictly adhere to any of the rules set forth in this section shall not affect the jurisdiction of, or invalidate any action taken by, the Town Commission.

4)11) Decorum. Members of the Town commission, staff members, citizens and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting, and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. No personal, verbal attacks towards any individual by either the Commission staff, citizens or other shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or who becomes boisterous or disruptive while addressing the Commission or who otherwise violates the Town's Code of Conduct, as set forth in Sec. 2-16 of the Town's Code of Ordinances, shall, after two (2) warnings, be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission, unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

12) Town Commission Meeting agenda.

a) The Town Manager, or his/her designee shall be responsible for preparing the agenda for all city commission meetings. City staff may request that a matter of business be placed on the agenda provided sufficient notice is provided to the Town Commission and the Town Manager. Unless otherwise provided for in this section, items previously brought before the Town Commission for consideration or for an expression of interest on three (3) occasions, may not be brought forward for reconsideration or expression of interest again before six (6) months have lapsed from the last consideration or expression of interest pertaining to said item, unless a super majority four-fifths ($\frac{4}{5}$) of the Town Commission agrees to reconsider the item. All proposed agenda items shall be delivered to the Town Clerk's office at a minimum of six (6) business days before a city commission meeting.

b) Members of the Town Commission may submit items for placement on the agenda. All proposed agenda items shall be delivered to the Town Clerk at a minimum of six (6) business days before a Town Commission meeting. These items shall be part of the meeting notice and part of the meeting agenda. No

member of the Town Commission may present more than four (4) items at any meetings. Commission members adding item to the agenda must include sufficient back-up to their item to ensure that the public has a reasonable understanding of the item's intent. The limitations on agenda items herein shall not include proclamations or keys to the Town.

- c) It is the responsibility of the Town Clerk to compile and deliver the agenda and all supporting documentation under the general supervision and direction of the Town Manager. All members of the Town organization are encouraged to cooperate with the clerk in making the agenda complete and accurate. Pursuant to F.S. Ch. 286, as amended from time to time, additional items may only be added to the agenda under exigent circumstances to protect to life, health, safety and welfare of the citizens and residents of the Town. The Town Manager may request additional time to study an item not included on the agenda but presented for action at the meeting.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "TAXATION AND FINANCE," TO CREATE A NEW ARTICLE IV ENTITLED "FIRE PROTECTION SPECIAL ASSESSMENT," TO AUTHORIZE THE LEVY, COLLECTION AND ENFORCEMENT OF A FIRE PROTECTION SPECIAL ASSESSMENT IN THE TOWN; CREATING NEW SECTIONS IN THE TOWN CODE OF ORDINANCES AS FOLLOWS: SECTION 24-110 ENTITLED "INTENT," SECTION 24-111, ENTITLED "FINDINGS OF SPECIAL BENEFIT," SECTION 24-112, ENTITLED "AUTHORITY," SECTION 24-113, ENTITLED "DEFINITIONS," SECTION 24-114, ENTITLED "COLLECTION AND ENFORCEMENT," SECTION 24-115, ENTITLED "INITIAL ASSESSMENT RESOLUTION," SECTION 24-116, ENTITLED "PUBLIC HEARINGS," SECTION 24-117, ENTITLED "NOTICE REQUIREMENTS FOR PUBLIC HEARINGS," SECTION 24-118, ENTITLED "PREPARATION OF ASSESSMENT ROLL," SECTION 24-119, ENTITLED "FINAL ASSESSMENT RESOLUTION," SECTION 24-120, ENTITLED "PRELIMINARY ASSESSMENT RESOLUTION," SECTION 24-121, ENTITLED "ANNUAL ASSESSMENT RESOLUTION," SECTION 24-122, ENTITLED "EFFECT OF FINAL OR ANNUAL ASSESSMENT RESOLUTIONS," SECTION 24-123, ENTITLED "ADOPTION OF ASSESSMENT ROLL," SECTION 24-124, ENTITLED "CERTIFICATION OF ASSESSMENT ROLL, "SECTION 24-125, ENTITLED "EXEMPTIONS," SECTION 24-126, ENTITLED "REVISIONS TO SPECIAL ASSESSMENTS," SECTION 24-127, ENTITLED "PROCEDURAL REGULARITIES," SECTION 24-128, ENTITLED "CORRECTION OF ERRORS AND OMISSIONS," SECTION 24-129, ENTITLED "ALTERNATE METHOD OF COLLECTION," SECTION 24-130, ENTITLED "BROWARD COUNTY PROPERTY APPRAISER AND BROWARD COUNTY REVENUE," AND SECTION 24-131, ENTITLED "RESERVATION OF POWERS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that it is in the best interests of the citizens and residents of the Town to adopt an ordinance providing for the levy, collection and enforcement of a fire protection special assessment in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 24, entitled "Taxation and Finance," of the Town of Pembroke Park's Code of Ordinances, is hereby creating Article IV, to be entitled "Fire Protection Special Assessment," as follows:

Chapter 24 – TAXATION AND FINANCE

...

ARTICLE IV. – FIRE PROTECTION SPECIAL ASSESSMENT

Sec. 24-110. - Intent.

It is the intent of the Town to provide a methodology for the fair and reasonable levy and collection of a Town-wide special assessment to fund the provision of fire protection services by the Town. The Town intends to utilize the uniform method for the levy and collection of special assessments, as provided in F.S. §§ 197.3632 and 197.3635, as those provisions set forth a fair and reasonable procedure to levy and collect special assessments that ensures proper notice and adequate due process to affected parties, and provides for the cooperation between the Town and other governmental entities toward the collection and use of data, providing notice to affected parties, and ensuring the collection of proceeds for use by the Town. It is not the intent of the Town to create any additional due process rights other than those set forth in F.S. §§ 197.3632 and 197.3635. To the extent any provisions in this article conflict with those statutory provisions, the aforementioned statutes shall prevail.

Sec. 24-111. - Findings of special benefit.

The Town specifically finds that the provision of fire protection service by the Town provides the requisite special benefit to real property within the Town to justify the funding of fire protection services through a special assessment, as the provision of fire protection services possesses a logical relationship to the use and enjoyment of real property by:

- (1) Protecting the value of improvements and structures upon real property;
- (2) Lowering the cost of insurance upon real property, including but not limited to fire insurance;

- (3) Protecting the public safety; and
- (4) Enhancing the value of real property, both commercial and residential.

Sec. 24-112. - Authority.

(a) The Town Commission is authorized to fund all or any portion of the costs of providing fire protection services within the Town by imposing an annual Fire Protection Special Assessment upon benefitted real property within the Town based upon the special benefit received by such property from the provision of such service.

(b) The Town Commission shall impose the Fire Protection Special Assessment pursuant to the procedures set forth in this article.

(c) The amount of the Fire Protection Special Assessment imposed upon a particular parcel of real property within the Town shall be determined pursuant to an apportionment methodology designed to provide a fair and reasonable apportionment of the assessed costs of providing fire protection services among the specially benefitted properties. Such methodology shall be set forth by separate resolution duly adopted by the Town Commission as provided in this article.

Sec. 24-113. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fire protection services means fire suppression, fire investigations, hazardous materials response, disaster preparedness, fire inspections, fire prevention, fire engineering, fire code enforcement, life safety and fire hazard analysis, fire plans examination, fire training, fire administration, and public information and awareness; and excludes emergency medical services.

Fire protection costs means the amount determined by the Town Commission to be assessed in any fiscal year to fund all or any portion of the cost of providing fire protection services, as defined hereinafter, including without limitation: costs of physical construction of or modifications to require facilities; the costs of vehicles, equipment, fuel, supplies, maintenance and repairs; insurance and indemnity costs; personnel costs, including salaries, benefits, uniforms, training, traveling and per diems; all costs associated with the implementation, collection, and enforcement of the Fire Protection Special Assessment; a reasonable contingency for anticipated delinquencies and uncollected assessments; all other costs reasonably associated with the provision of fire protection services by the Town. *Government property* means property that is:

- (1) Owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, special district or municipal corporation; and

(2) Used for a governmental purpose and not in a pecuniary manner.

Institutional property means those parcels designated by the property appraiser as "institutional."

Uniform assessment collection act (uniform method) refers to F.S. § 197.3632 or any successor statute authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Sec. 24-114. - Collection and enforcement.

Unless directed otherwise by the Town Commission, the Fire Protection Assessment shall be collected pursuant to the Uniform Assessment Collection Act, and the Town shall comply with all applicable provisions thereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Sec. 24-115. - Initial Assessment Resolution.

Prior to the preparation of a non-ad valorem assessment roll for the Fire Protection Special Assessment in the initial year of the levy of the Fire Protection Special Assessment, the Town Commission shall adopt an Initial Assessment Resolution which shall include, without limitation, the following:

(a) Brief description of the Fire Protection Services to be funded by the Fire Protection Special Assessment;

(b) Legislative determinations of special benefits and fair apportionment for the Fire Protection Special Assessment;

(c) The apportionment methodology for the Fire Protection Special Assessment;

(d) The determination of the Fire Protection Costs to be assessed;

(e) The establishment of initial Fire Protection Special Assessments, through an estimated fire protection special assessment rate schedule;

(f) Setting forth the date, time and location for the Town Commission to consider public comments on the adoption of the Final Assessment Resolution;

(g) Directing the requisite notice be provided to affected property owners for a public hearing to adopt the Final Assessment Resolution.

(h) Providing direction to the appropriate Town officials to prepare the assessment roll;

Sec. 24-116. - Preparation of assessment roll.

(a) The Town Manager, or his or her designee, shall prepare, or direct appropriate Town officials to prepare, the initial or preliminary assessment roll, which shall include without limitation the following:

(1) Summary description of all real property conforming to the description contained on the tax roll;

(2) The owner of the real property on which the Fire Protection Special Assessment is levied; and

(3) The amount of the Fire Protection Special Assessment to be imposed against each parcel of real property on which the assessment is levied.

(b) The initial assessment roll shall be retained by the Town Manager, or his or her designee, and shall be open to inspection by the public. The initial assessment roll need not be in printed form unless the amount of the Fire Protection Special Assessment for each parcel of property cannot be ascertained by electronic means.

Sec. 24-117. - Public hearings.

(a) Using the methodology adopted by the Town Commission pursuant to the Initial Assessment Resolution, the Town shall hold a public hearing to adopt the Fire Protection Special Assessment roll for the first time prior to September 15, 2023.

(b) The Town Commission shall set the date, time and location of the public hearing within the Initial or Preliminary Resolutions.

(c) A public hearing shall not be required to adopt the assessment roll in subsequent years unless required by the Uniform Assessment Collections Act.

Sec. 24-118. - Notice requirements for public hearing.

(a) Notice by mail. At least 20 days prior to the public hearing, the Town shall notice the hearing by first class United States mail. The Town may provide the notice required by this section through the use of annual TRIM notices mailed by the Broward County Property Appraiser pursuant to F.S. § 200.069. The notice by mail shall be sent to owners of property subject to the assessment, and shall include the following information:

(1) The purpose of the assessment;

(2) The total amount to be levied against each parcel;

(3) The unit of measurement to be applied against each parcel to determine the assessment;

(4) The number of such units contained within each parcel;

(5) The total revenue the Town will collect by the assessment;

(6) A statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title;

(7) A statement that all affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of the notice; and

(8) The date, time and location of the public hearing.

(b) *Notice by publication.* At least 20 days prior to the public hearing, the Town shall notice the hearing by publication in a newspaper generally circulated within the county. The published notice shall contain at least the following information:

(1) Notice that the governing board of the Town is the Town Commission;

(2) The date, time and location of the public hearing;

(3) A geographic depiction of the property subject to the Fire Protection Special Assessment;

(4) The proposed schedule of the assessment, as provided in the assessment roll;

(5) The fact that the assessment will be collected by the tax collector;

(6) That the initial or preliminary assessment roll is available for public inspection at the office of the Town clerk and all interested persons can ascertain the amount to be assessed against a parcel by inspecting the assessment roll; and

(7) A statement that all affected property owners have the right to appear at the public hearing, and the right to file written objections with the Town Commission within 20 days of the publication of the notice.

Sec. 24-119. - Final Assessment Resolution.

In the initial year of the Fire Protection Assessment, at the time named in such notice, or such time to which an adjournment or continuance may be taken, the Town Commission shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the Town Commission, adopt the Final Assessment Resolution which shall:

(a) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Town Commission;

(b) approve the Fire Protection Assessment Roll, with such amendments as it deems just and right; and,

(c) determine the method of collection. All objections to adoption of the Final Assessment Resolution shall be made in writing, and filed with the Clerk at or before the time or adjourned time of such hearing.

Sec. 24-120. - Preliminary Assessment Resolution.

In years subsequent to the initial year in which the Fire Protection Special Assessment is levied, the Town Commission shall adopt a Preliminary Assessment Resolution, which shall include without limitation:

(a) Brief description of the fire protection services to be funded by the Fire Protection Special Assessment;

(b) Legislative determinations of special benefits and fair apportionment for the Fire Protection Special Assessment;

(c) The apportionment methodology for the Fire Protection Special Assessment;

(d) The determination of the fire protection costs to be assessed;

(e) The establishment of preliminary Fire Protection Special Assessments, through an estimated Fire Protection Special Assessment rate schedule;

(f) Setting forth the date, time and location for the Town Commission to consider public comments on the adoption of the Annual Assessment Rate Resolution;

(g) Directing the requisite notice be provided to affected property owners for a public hearing to adopt the Annual Assessment Resolution.

(h) Providing direction to the appropriate Town officials to prepare the assessment roll.

Sec. 24-121. - Annual Assessment Resolution.

During its budget adoption process, the Town Commission shall adopt an Annual Assessment Resolution for each Fiscal Year subsequent to the initial year in which the Fire Protection Special Assessment is levied. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Annual Assessment Resolution shall approve the Fire Protection Assessment Roll for such Fiscal Year. The Fire Protection Assessment Roll shall be prepared in accordance with the Preliminary Assessment Resolution, as confirmed or amended by the Annual Assessment Resolution. The Town shall provide notice to the owner of such property in accordance with Section 24-118 hereof and conduct a public hearing prior to adoption of the Annual Assessment Resolution; provided that should the Town use the Uniform Assessment Collection Act, a public hearing is necessary only when such is

required under the Act. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

Sec. 24-122. - Effect of Final or Annual Assessment Resolutions.

The adoption of the Final Assessment Resolution or Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Fire Protection Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of Town Commission adoption of the Final Assessment Resolution or Annual Assessment Resolution. The Fire Protection Assessments for each Fiscal Year shall be established upon adoption of the Final Assessment Resolution or Annual Assessment Resolution. The Fire Protection Assessment Roll, as approved by the Final Assessment Resolution or Annual Assessment Resolution shall be delivered to the Tax Collector or such other official as the Town Commission, by Resolution, deems appropriate.

Sec. 24-123. - Adoption of assessment roll.

(a) At the public hearing, the Town Commission shall receive the written objections and shall hear testimony from all interested persons. The Town Commission may adjourn the hearing from time to time.

(b) Notwithstanding the notices provided for in section 24-118, the Town Commission may adjust the assessment or the application of the assessment to any affected property based on the benefit which the Town will provide or has provided to the property with the revenue generated by the assessment.

(c) The adoption of the assessment roll shall be by resolution through the Final Assessment Resolution in the initial year of the Fire Protection Assessment, and the Annual Assessment Resolution in subsequent years.

(d) Adoption of the assessment resolution shall constitute a legislative finding that the standards required by this article have been met.

Sec. 24-124. - Certification of assessment roll.

Subsequent to the public hearing, but no later than September 15 of each year, the mayor, or his or her designee, shall certify the Fire Protection Special Assessment roll on compatible electronic medium pursuant to the uniform method. The Town shall post the Fire Protection Special Assessment for each parcel on the roll.

Sec. 24-125. - Exemptions.

(a) No Fire Protection Special Assessment shall be imposed upon governmental or institutional properties whose uses are wholly exempt from ad valorem taxation under state

law, as those uses provide services and benefits to the public and the Town which might otherwise need to be provided and funded by the Town. The Town Commission finds that the benefits derived by the Town and its residents from such uses provide a benefit to the Town that are no less than the benefits these properties receive from the provision of fire protection services by the Town. Hence, it is fair and reasonable not to impose the Fire Protection Special Assessment upon governmental or institutional properties whose uses are wholly exempt from ad valorem taxation.

(b) The Town Council may authorize additional exemptions within the Initial, Preliminary, Final and Annual Special Assessments.

(c) Any exemption approved by the Town Commission shall not result in any increase in assessments levied on non-exempt properties as a result of such exemptions and any shortfall in the assessed costs resulting from any exemption shall be funded from other available funds of the Town.

Sec. 24-126. - Revisions to Special Assessment.

If any Fire Protection Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Town Commission is satisfied that any such Fire Protection Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Town Commission has failed to include any property on the Fire Protection Assessment Roll that should have been so included, the Town Commission may take all necessary steps to impose a new Fire Protection Special Assessment or impose the Fire Protection Special Assessment on any omitted property, following as nearly as may be practicable the provisions of this Ordinance; and, in case such second Fire Protection Assessment is annulled, the Town Commission may obtain and impose other Fire Protection Special Assessments until a valid Fire Protection Assessment is imposed.

Sec. 24-127. - Procedural Irregularities.

Any irregularity in the proceedings in connection with the levy of any Fire Protection Special Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Fire Protection Special Assessment as finally approved shall be competent and sufficient evidence that such Fire Protection Special Assessment was duly levied, that the Fire Protection Special Assessment was duly made and adopted, and that all other proceedings adequate to such Fire Protection Special Assessment were duly had, taken and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to a Fire Protection Special Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed in Section 24-122 of this Ordinance.

Sec. 24-128. - Correction of errors and omissions.

(a) No act of error or omission on the part of the Town Commission, Town Manager, Broward County Property Appraiser, the Broward County Department of Revenue, Town Clerk, or their respective deputies, employees or designees, shall operate to release or discharge any obligation for payment of any Fire Protection Special Assessment imposed by the Town Commission under the provisions of this Ordinance.

(b) The assessment amount on any Assessed Property may be corrected at any time by the Town Manager when an error is confirmed. Any such correction which reduces a Fire Protection Special Assessment shall be considered valid from the date on which the Fire Protection Special Assessment was imposed and shall in no way affect the enforcement of the Fire Protection Special Assessment imposed under the provisions of this Ordinance. Any such correction which increases a Fire Protection Assessment or imposes a Fire Protection Special Assessment on omitted property shall first require notice to the affected owner in the manner described in Section 24-118(a) hereof, providing the date, time and place that the Town Commission will consider confirming the correction and offering the owner an opportunity to be heard.

(c) After the Fire Protection Assessment Roll has been delivered to the Tax Collector, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Sec. 24-129. - Alternate Method of Collection

In lieu of using the Uniform Assessment Collection Act, the Town may elect to collect the Fire Protection Assessment by any other method which is authorized by law or under an alternative collection method provided by this Section.

(a) The Town shall have the right to record a lien for unpaid assessments in the public records of Broward County, Florida.

(b) The Town shall have the right to appoint or retain an agent to foreclose and collect all delinquent Fire Protection Special Assessments in the manner provided by law. A Fire Protection Special Assessment shall become delinquent if it is not paid within thirty (30) days from the date any payment is due. In the event the Town exercises its rights to foreclose and collect a delinquent Fire Protection Special Assessment, the Town or its agent shall notify any property owner who is delinquent in payment of his or her Fire Protection Special Assessment within sixty (60) days from the date the Fire Protection Special Assessment was due. Such notice shall state in effect that the Town or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Fire Protection Special Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

(c) All costs, fees and expenses, including reasonable attorney fees and title search expenses related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the Town may be

the purchaser to the same extent as an individual person or corporation. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Town and its agents, including reasonable attorney fees, in collection of such delinquent Fire Protection Special Assessments and any other costs incurred by the Town as a result of such delinquent Fire Protection Special Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(d) In lieu of foreclosure, any delinquent Fire Protection Special Assessment and costs, fees, and expenses attributable thereto, may be rolled into the assessment for such parcel in a subsequent fiscal year.

(e) In lieu of foreclosure, any delinquent Fire Protection Special Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this Ordinance; and (2) any existing lien of record on the affected parcel for the delinquent Fire Protection Assessment is supplanted by the lien resulting from certification of the Fire Protection Assessment Roll to the Tax Collector.

Sec. 24-130. - Broward County Property Appraiser and Broward County Department of Revenue

All activity by the Broward County Property Appraiser and Broward County Department of Revenue, which serves as Tax Collector for Broward County, undertaken pursuant to the terms of this article shall be deemed to be purely ministerial in nature.

Sec. 24-131. - Reservation of Powers.

This article shall be regarded as supplemental and additional powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This article shall be construed liberally to effect its purposes. Nothing in this article shall preclude the Town Commission from directing or authorizing, by resolution, any additional notices it deems proper, necessary or convenient to the Town.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

ERIK MORRISSETTE _____

Town of Pembroke Park
Ordinance No. 2023-006

WILLIAM R. HODGKINS _____

MUSFIKA KASHEM _____

GEOFFREY JACOBS _____

AGENDA ITEM REPORT



To:

Subject: Amending Chapter 19 of the Town's Code Of Ordinances, Entitled "Personnel"

Meeting: 05 24 2023 AGENDA WORKSHOP COMMISSION MEETING - May 24 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Personnel Code of Ordinances](#)

	Status:
Roy Brown, Finance & Budget Director	Approved - May 15 2023
Jacobs Horowitz, Interim Town Attorney	Approved - May 15 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY CREATING SECTION 19-1, TO BE ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL"; ADOPTING AND INCORPORATING THE TOWN'S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REFERENCE IN THE TOWN'S CODE OF ORDINANCES; DELETING CONFLICTING PROVISIONS OF CHAPTER 19 OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks adopt and codify the Town's personnel policies and procedures manual in the Town's Code of Ordinances; and

WHEREAS, the Town Commission seeks to further repeal and eliminate any conflicting personnel policies and procedures from the Town's Code of Ordinances; and

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, as set for therein, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

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Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 19 of the Town's Code of Ordinances entitled "Personnel," is amended by specifically amending Article I, entitled "In General," by creating Section 1-19, to be entitled "Adoption of Personnel Policies and Procedures Manual," as follows:

Sec. 19-1 Adoption of personnel policies and procedures manual.

The Town of Pembroke Park Employee Handbook (the "Handbook") is hereby adopted by reference as if it were fully incorporated herein, as the Personnel Policies and Procedures Manual of the Town of Pembroke Park. The Handbook includes, but is not limited to, benefits offered, policies, progressive discipline and other applicable personnel procedures.

DIVISION 2. -- SICK LEAVE, VACATIONS AND HOLIDAYS

Sec. 19-26. -- Official holidays.

The following days are recognized as official holidays for officers and employees of the Town:

New Year's Day;

President's Day;

Independence Day;

Memorial Day;

Labor Day;

Columbus Day;

Veteran's Day;

Thanksgiving Day;

Friday following Thanksgiving Day;

Christmas Day;

One (1) Personal Day;

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~~All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule. In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday. Officers or employees who take unpaid leave time before or after a holiday shall not be eligible for holiday pay. Any officer or employee required to work on a holiday shall be compensated for the time by accruing compensatory time at the rate of one (1) compensatory day for each holiday worked. If an officer or employee is on authorized leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave. Authorized leave in this instance shall include both vacation time and in injury time resulting from an injury which occurred in the course of the official duties of an officer or employee on behalf of the Town.~~

~~Sec. 19-27. -- Vacation time.~~

~~(a) Vacation time for officers and employees with less than forty-eight (48) months of continuous service with the Town shall accrue at the rate of 1.538 hours for each forty-hour work week that such officer or employee shall complete on behalf of the Town.~~

~~(b) Vacation time for officers and employees with forty-eight (48) months or more of continuous service with the Town shall accrue at the rate of 2.307 hours for each forty-hour work week that such officer or employee shall complete on behalf of the Town.~~

~~(c) In the computation of vacation time for officers and employees of the Fire Department, the computation shall be based upon each fifty-two-hour work week that the officer or employee of the Fire Department shall complete on behalf of the Town.~~

~~(d) In computing the forty-hour work week for all officers and employees of the Town, except officers and employees of the Fire Department wherein the computation will be based upon a fifty-two-hour work week, absences from regular duties or employment while on authorized sick leave pursuant to the provisions of this article or while recovering from an injury which occurred in the course of the performance of official duties by an officer or employee on behalf of the Town or while on vacation or special vacation time accrued under the provisions of this article or while utilizing compensatory time earned pursuant to the provisions of this article shall be counted and included as time spent on duty or in employment.~~

~~(e) No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town. No vacation time shall be granted in advance of accrual thereof.~~

~~(f) All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.~~

~~(g) Upon the termination of service to the Town by any officer or employee or upon the death of any officer or employee, such officer or employee or his or her beneficiary shall be entitled~~

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~~to a lump sum payment for all vacation time accrued and due as of the date of termination or death.~~

~~(h) An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.~~

~~(i) An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor.~~

~~Sec. 19-28. -- Overtime.~~

~~(a) Overtime is defined as time worked in excess of forty (40) hours on any work week, except in the case of officers and employees of the Fire Department, wherein overtime is defined as time worked in excess of fifty-two (52) hours on any work week.~~

~~(b) Every officer or employee who shall work overtime shall be entitled to either payment at the rate of one and one-half (1½) hours of salary for each hour or portion thereof worked or compensatory time therefor in the amount of one (1) hour for each hour or portion thereof worked. Compensatory time must be taken within the two (2) pay periods immediately following the accrual of compensatory time or the compensatory time shall be disallowed. Compensatory time is taken by time off from regularly scheduled work with the prior approval of the department head of the officer or employee involved.~~

~~Sec. 19-29. -- Sick leave.~~

~~(a) Officers or employees of the Town shall accrue sick leave time at the rate of one (1) day for each month of continuous service with the Town provided the individual is a full-time regular officer or employee.~~

~~(b) Sick leave time shall not be utilized by an officer or an employee for purposes other than illness or disability.~~

~~(c) Any officer or employee, while on sick leave, shall continue to receive the benefits to which such officer or employee would be entitled had such officer or employee been performing his or her normal duties.~~

~~(d) Any officer or employee shall be entitled to convert one-fourth of each year's accrued but unused sick leave time to special vacation time. Such special vacation time, once so converted, which conversion must be in writing, shall be taken within the following year or it shall thereafter be disallowed.~~

~~(e) Every officer or employee, or his or her beneficiary in the event of the death of the officer or employee, upon termination for whatever reason, or upon death, shall be entitled to receive payment for accrued sick leave up to a maximum payment of five hundred dollars (\$500.00).~~

~~(f) Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.~~

~~(g) The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.~~

~~(h) If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.~~

~~Sec. 19-30. -- Provisions of collective bargaining contracts or agreements.~~

~~If an officer or employee of the Town is a member of any officer or employee group that is a party to a collective bargaining contract or agreement with the Town and the terms of the contract or agreement are in conflict with the provisions of this article, then the provisions as contained in the collective bargaining contract or agreement shall control.~~

~~Sees. 19-31—19-45. -- Reserved.~~

~~DIVISION 3. -- INSURANCE~~

~~Sec. 19-46. -- Dental coverage for employees not on regular insurance plan.~~

~~Effective February 2, 1981, every officer or employee of the Town who is eligible for enrollment in the medical, hospitalization and dental insurance benefit program of the Town and who elects to decline to participate in the program shall be entitled to reimbursement for all dental expenses incurred by such officer or employee and/or members of the immediate family of such officer or employee in an amount that shall not exceed a total of one thousand dollars (\$1,000.00) during each fiscal year of the Town.~~

~~Sec. 19-47. -- Determination of members of an employee's immediate family.~~

~~Effective February 2, 1981, members of the immediate family of an officer or employee of the Town for the purpose of this division are defined as relatives listed as dependents on the most recent United States income tax return filed by such officer or employee.~~

~~Sec. 19-48. -- Methods of payment of claims.~~

~~Effective February 2, 1981, payments due under the provisions of this division shall be made directly to the dentist or dental office providing the dental service for which reimbursement is provided hereunder, upon the presentation of the statement or invoice for the services rendered~~

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~~within fifteen (15) days of the presentation of the statement or invoice or in the alternative directly to the officer or employee receiving the dental service for himself or his or her dependent upon the presentation of a receipt for the payment of the dental services for which reimbursement is sought.~~

~~Sec. 19-49. -- Health insurance for former Town Commissioners.~~

~~(a) All former Town Commissioners who have served a minimum of four (4) years on the Town Commission are entitled to participate in the Town's health insurance plan with the Town's health insurance provider under the same terms and conditions available to Town employees.~~

~~(b) The former Town Commissioners who choose to obtain health insurance coverage from the Town's health insurance provider shall pay all of the expenses of their health insurance coverage, including premiums, deductibles, and related expenses. The Town shall not incur any expenses for the health insurance coverage for the former Town Commissioners.~~

~~(c) All former Town Commissioners who choose to obtain health insurance coverage from the Town's health insurance provider may include their family members in their health insurance coverage, at the former Town Commissioners' sole expense.~~

~~Secs. 19-49 -- 19-60. -- Reserved.~~

~~DIVISION 4. -- OLD AGE AND SURVIVORS INSURANCE~~

~~Sec. 19-61. -- Availability to employees.~~

~~It is hereby declared to be the policy and purpose of the Town to extend effective as of January 1, 1963, to the employees and officials thereof, not excluded by law, nor excepted in this division, the benefits of the system of Old Age and Survivors Insurance as authorized by the Federal Social Security Act and amendments thereto, and by F.S. chapter 650 and to cover by such plan all services which constitute employment as defined in F.S. section 650.02 performed in the employ of the Town by employees and officials thereof, except:~~

- ~~(1) Those whose service is of an emergency nature;~~
- ~~(2) Those whose service is in any class or classes of elective positions;~~
- ~~(3) Those whose service is in any class or classes of part-time positions;~~
- ~~(4) Those whose service is in any class or classes of positions the compensation for which is on a fee basis.~~

~~Sec. 19-62. -- Exclusions.~~

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~~There is hereby excluded from this division any authority to include in any agreement entered into under section 19-63 any service, position, employee or official now covered by or eligible to be covered by an existing retirement system.~~

~~Sec. 19-63. -- Administration of plan.~~

~~The Mayor and Clerk-Commissioner are hereby authorized and directed to execute all necessary agreements and amendments thereto with the appropriate state agency, for the purpose of extending the benefits provided by the system of Old Age and Survivors Insurance to the employees and officials of this Town as provided in sections 19-61 and 19-62, which agreement shall provide for such methods of administration of the plan by the Town as are found by the state agency to be necessary and proper, and shall be effective with respect to services in employment covered by such agreement performed on and after January 1, 1963.~~

~~Sec. 19-64. -- Withholdings; payment to proper agency.~~

~~Withholdings from salaries, wages or other compensation of employees and officials for the purpose provided in section 19-61 are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable state or federal laws or regulations, and shall be paid over to the state agency designated by such laws or regulations to receive such amounts.~~

~~Sec. 19-65. -- Employer contributions.~~

~~There shall be appropriated from available funds derived from the general revenue funds such amounts at such times as may be required to pay promptly the contributions and assessments required of the Town as employer by applicable state or federal laws or regulations, which shall be paid over to the lawfully designated state agency at the times and in the manner provided by law and regulation.~~

~~Sec. 19-66. -- Records, reports.~~

~~The Town shall keep such records and make such reports as may be required by applicable state or federal laws or regulations, and shall adhere to the regulations of the state agency.~~

~~Sec. 19-67. -- Adoption of Social Security Act, Title II.~~

~~The Town does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges and other conditions thereunto appertaining, of Title II of the Social Security Act as amended, for and on behalf of all officers and employees of its departments and agencies to be covered under the agreement.~~

~~Sec. 19-68. -- Custodian of funds, withholding and reporting agent designated.~~

{00565250.1 3399-0000000 }

~~The Clerk-Commissioner of the Town is hereby designated the custodian of all sums withheld from the compensation of officers and employees and of the appropriated funds for the contribution of the Town, and the Clerk-Commissioner is hereby made the withholding and reporting agent and charged with the duty of maintaining personnel records for the purposes of this division.~~

~~Secs. 19-69—19-80.—Reserved.~~

ARTICLE III.—PROBATION PERIOD

~~Sec. 19-81.—Required; exceptions.~~

~~All employees of the Town including but not limited to employees in the Fire Department, but excluding department heads and officers and employees who serve at the pleasure of the Commission, shall upon their being initially hired or employed be designated and considered as probationary employees.~~

~~Sec. 19-82.—Term.~~

~~For employees and/or officers of the Fire Department the term of the probationary period of employment shall be twelve (12) months beginning with the date of their first employment by the Town. For all other employees the term of the probationary period of employment shall be six (6) months beginning with the date of their first employment by the Town.~~

~~Sec. 19-83.—Suspensions, terminations—Without cause or hearing.~~

~~During the period of an employee's or officer's probationary employment, such employee or officer may be terminated or suspended by the employee's or officer's department head or by the Town Commission without the necessity or requirement of showing cause for termination or suspension and without the requirement of providing a hearing on the termination or suspension. Suspension may be with or without pay or at a reduced rate of pay to be determined by the suspending authority.~~

~~Sec. 19-84.—Same—Filing of notice with Clerk-Commissioner.~~

~~Any suspension or termination effected pursuant to the provisions of this article shall be accomplished by giving written notice of the termination or suspension to the officer or employee so terminated or suspended and filing a copy of such notice with the Clerk-Commissioner of the Town.~~

~~Sec. 19-85.—Applicability.~~

{00565250.1 3399-0000000 }

~~The provisions of this article shall apply to all employees or officers of the Town employed subsequent to the effective date of the ordinance from which this division was derived and to all officers and employees presently employed that have not yet been so employed for a period of twelve (12) months if such employees or officers are employed in the Fire Department and to those other employees or officers who have not been so employed for a period of six (6) months.~~

~~Secs. 19-86—19-100.—Reserved.~~

~~ARTICLE IV.—CLASSIFICATION AND PAY PLAN~~

~~Sec. 19-101.—Adopted.~~

~~The position classification and pay plan for the Town prepared through the State Department of Community Affairs, Division of Local Resource Management, under an intergovernmental act grant, be and the same is hereby approved and adopted by the Town. A copy of the position classification and pay plan is on file in the Town Clerk's office and incorporated herein as fully as if set forth verbatim.~~

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective upon passage and adoption.

{00565250.1 3399-0000000 }

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

{00565250.1 3399-0000000 }

AGENDA ITEM REPORT



To: Clerk Commissioner Hodgkins
Subject: Town Attorney
Meeting: 06 14 2023 DRAFT REGULAR COMMISSION MEETING - Jun 14 2023
Department: Administrative
Staff Contact: Bill Hodgkins, Clerk Commissioner

BACKGROUND INFORMATION:

The firm has been assisting the Town since December of 2022 and has been retained previously by the Town for multiple services. This firm understands the challenges of the Town and have been involved in seeking amicable resolutions. They composed the Charter with the recommendations of the Charter Review Committee members. They have several attorney's that attend the different disciplines such as; Planning & Zoning Board meetings, the Special Magistrate and Commission meetings. The Town has gone through a lot of changes within the last six months and they have assisted in stabilizing the Town through the many issues the Town has faced. I would recommend that this firm continues representing the Town for the next year and revisit this item next summer.

FINANCIAL IMPACT:

Continue with current contract.

RECOMMENDATION:

Would like to recommend to stay with the law firm of Goren, Cherof, Doody & Ezrol, P.A for the next year.

ATTACHMENTS:

[Goren, Cherof, Doody & Ezrol PA Agreement](#)

ATTORNEY-CLIENT FEE ENGAGEMENT AGREEMENT

This document (the "Agreement") is the written fee engagement agreement between Goren, Cherof, Doody & Ezrol, P.A. ("Counsel" or "law firm") and the Town of Pembroke Park ("Client").

1. **CONDITIONS.** This Agreement will not take effect, and Counsel will have no obligation to provide legal services, until a signed copy of this Agreement and the initial retainer/cost deposit called for under Paragraphs 5 and 6, if any, is returned to the offices of Goren, Cherof, Doody & Ezrol, P.A.

2. **SCOPE OF SERVICES.** The Client is hiring Goren, Cherof, Doody & Ezrol, P.A., to provide legal counsel and assistance related to charter review matters and other matters that may be assigned by the Client from time to time.

3. **CLIENT'S DUTIES.** The Client agrees and acknowledges that they have a duty to cooperate with undersigned counsel, to keep Counsel informed of developments, to keep in contact with undersigned counsel, to abide by this Agreement, to pay all invoices on time and to keep Counsel advised of the Clients' current addresses, and telephone numbers. The Client acknowledges this understanding by signing below.

4. **PROFESSIONAL FEES.** Charges for professional services rendered will be by the hour at the prevailing rates for time spent on your matter by the law firm's legal personnel. The current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases. The Client will be charged for the time spent on telephone calls relating to this matter, including, but not limited to, telephone conferences with the Client, document review, preparation of pleadings and correspondence, attendance at meetings, and legal research. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each individual will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.

It is understood that SAMUEL S. GOREN, ESQ. and JACOB G. HOROWITZ, ESQ will be the primary attorneys responsible for this matter, and other attorneys in the law firm may assist with Counsel's representation of the Client. The hourly billing rate is set forth on the attached Rate Schedule. In the event the Client has any questions regarding the activity or the charges as reflected on the invoices, Client shall contact Counsel in writing within ten (10) calendar days of receipt of an invoice.

5. **FEE RETAINER.** A fee retainer **is not** required for this engagement. At Counsel's discretion, a fee retainer may be requested by Counsel at any time during Counsel's representation of Client.

6. **COSTS AND OTHER CHARGES.** The law firm may incur various costs and expenses on Client's behalf in performing legal services under this Agreement. The Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, filing fees, court reporters' fees, long distance telephone calls, messenger and other delivery fees, excessive

postage, retrieval of closed files from off-site storage, if requested, photocopying and other reproduction costs, and other similar items.

A cost retainer **is not** required for this engagement. At Counsel's discretion, a cost retainer may be requested to expedite payment for messengers, overnight delivery, court reporter and similar charges. Should the retainer for costs be depleted, Counsel may periodically request that the Client deposit additional funds to replenish the cost retainer.

7. **BILLING STATEMENTS.** Periodic statements will be sent for fees and costs incurred. Each statement will be due within 30 days of its date. If a statement has not been paid within thirty (30) day from its date, the law firm may impose an interest charge of 1.25% per month from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

8. **LIEN.** The Client hereby grants the law firm a lien on any and all claims or causes of action that are the subject of its representation under this Agreement. The lien will be for any sums owing to the law firm at the conclusion of the services. The lien will attach to any recovery the Clients may obtain, whether by arbitration award, judgment, settlement or otherwise.

9. **DISCHARGE AND WITHDRAWAL.** The Client may discharge the law firm at any time. The law firm may withdraw with the Client's consent or for good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to follow advice on a material matter or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you, along with any funds or property of yours in the law firm's possession.

Client acknowledges that the law firm represents several governmental agencies and special districts. In the event of a conflict, the law firm shall have the right to resolve such conflict as it deems fit, including withdrawal, consistent with the applicable Rules of Professional Conduct.

10. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in statements to the Clients will be construed as a promise or guarantee about the outcome of any matter associated with this engagement including the outcome of any pending or future litigation.

11. **CONFLICTS OF INTEREST.** Counsel has no conflicts of interest that prevent Counsel from representing the Client.

This Agreement creates an attorney/client relationship only between the law firm and the Client. Therefore, Client agrees that this engagement does not create an attorney/client relationship between the law firm and any business entities with which the Client is affiliated unless subject to a separate engagement Agreement. The Client will not provide the Firm with any confidential information about any of its other subsidiaries or affiliates, and the Firm will not provide services to the Client's subsidiaries or affiliates unless the Firm represents such subsidiary or affiliate. The Client agrees that Counsel's representation of the Client will not create any conflicts of interest in the event that other clients of the Firm are adverse to a

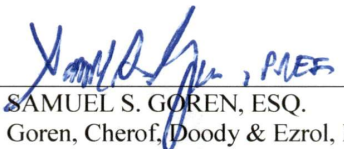
subsidiary or affiliate of the Client (unless that subsidiary or affiliate also is represented by the Firm).

12. **EFFECTIVE DATE**. This Agreement will take effect once the Clients have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date the law firm first performed services. The dates at the end of this Agreement are for reference only. Even if this Agreement does not take effect, the Client will be obligated to pay the reasonable value of any services the law firm may have performed for the Client.

I have read and understand the foregoing terms and those set forth on the attached Rate Schedule and agree to them as of the date Goren, Cherof, Doody & Ezrol, P.A. first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this Agreement.

GOREN, CHEROF, DOODY & EZROL, P.A.

Date: 5/14/2021

By: 
SAMUEL S. GOREN, ESQ.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500

TOWN OF PEMBROKE PARK

Date: 4/14/2021

By: 
Print: C.R. Jacobs
3150 SW 52nd AVE
Pembroke Park, FL 33023
(954) 966-4600

RATE SCHEDULE

A. Identification

Client: Town of Pembroke Park

Matter: Charter Review and Other Matters;

B. Hourly rates for legal personnel

Partners	\$240.00/hour
Associates	\$225.00/hour
Law Clerks	\$125.00/hour
Paralegal	\$125.00/hour

C. Standard Charges

We charge for our time in minimum units of .10 hours.

D. Costs and expenses

In-office photocopying/scanning	\$ 0.35/page
Telefacsimile transmittal	10.00/fax
Computer Research	at cost

E. Subject to change

The rates on this schedule are subject to change on 30 days written notice.

AGENDA ITEM REPORT



To:

Subject: Critical Event Response Applications

Meeting: 06 14 2023 DRAFT REGULAR COMMISSION MEETING - Jun 14 2023

Department: Police Department

Staff Contact: Ra Shana Dabney-Donovan, Major

BACKGROUND INFORMATION:

Founder & CEO Edward McGovern, a 22-year law enforcement veteran, created this tool in the wake of the Fort Lauderdale Airport Attack (2017) and the Majory Stoneman Douglas Attack (2018). He will present in person.

FINANCIAL IMPACT:

We have been chosen to receive a grant through the Stand With Parkland JAG Grant.

POLICY IMPLICATIONS:

A policy will be created for this application, once approved

RECOMMENDATION:

Staff recommends participation in and adoption of this program, a vital technological tool for utilization during critical incidents or attacks (such as Active Killer).

ALTERNATIVES:

N/A

ATTACHMENTS:

[PPPD Public Safety Deck](#)

CERA

Public Safety >>>>>

Critical Event Response Applications





Edward McGovern

Founder & CEO of CERA Software, Inc.

- 22- Year Law Enforcement Commander (*Ret.*)
- Organizational Leader
- Member: International Association of Chiefs of Police /
Mass Violence Advisory Initiative

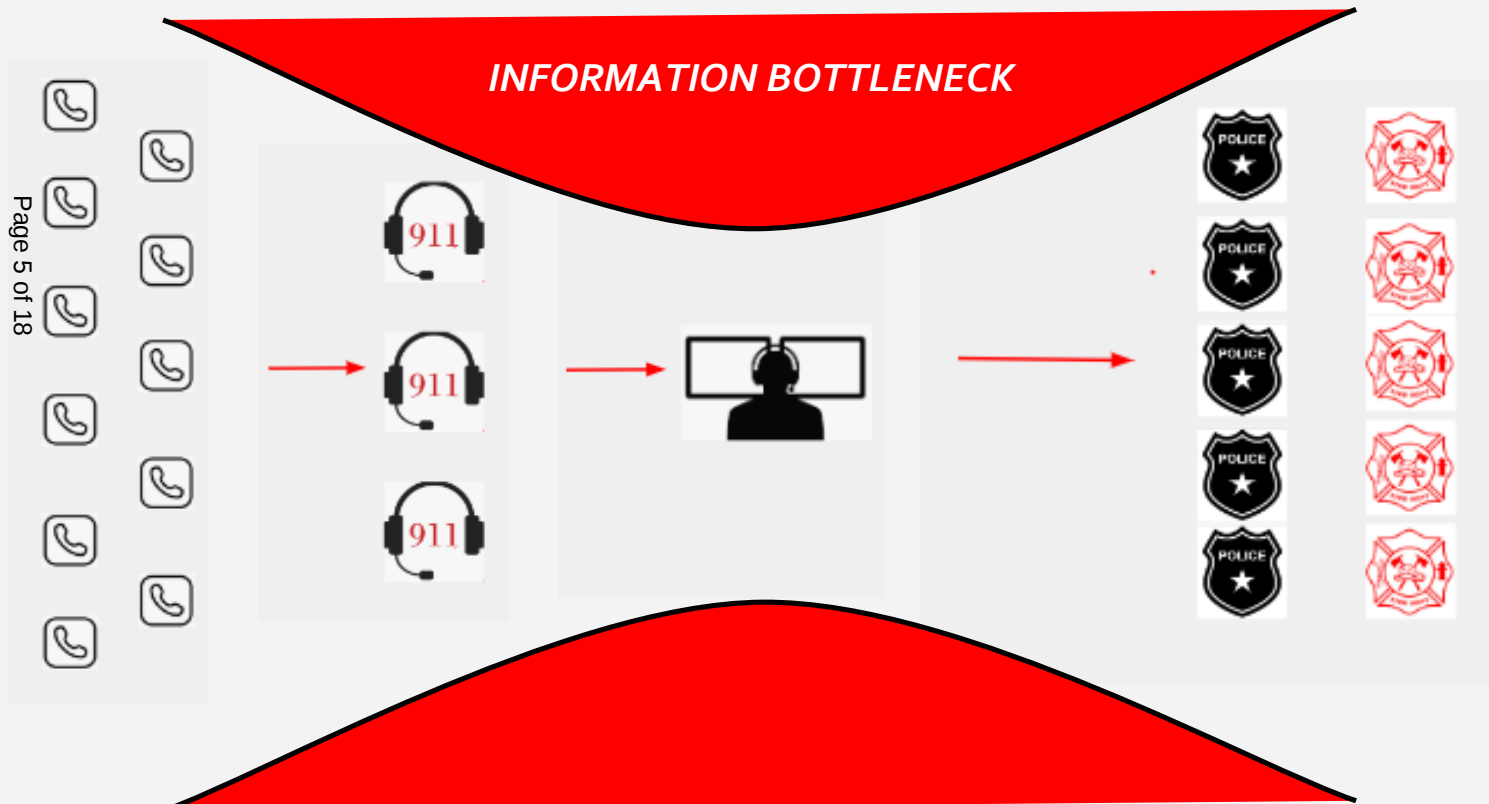
***Responder: Ft Lauderdale Airport Attack (2017),
MSD/Parkland (2018)***

PROBLEM

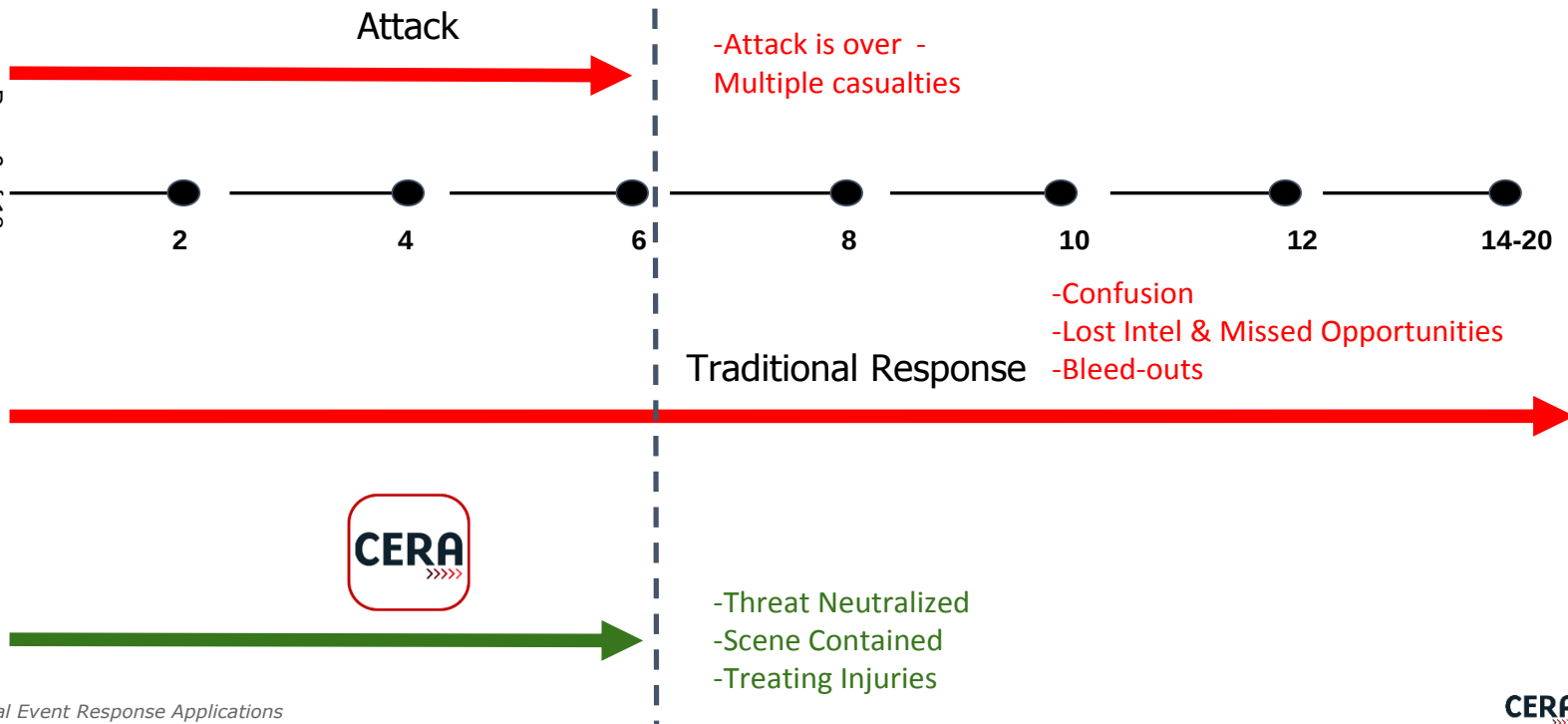


PROBLEM

INFORMATION BOTTLENECK



Anatomy of an Attack (in minutes)



Achieve **three objectives**
in a fraction of the time
with ***simultaneous***
implementation

1

Contain The Scene
(Event Location)

2

Neutralize Threats
(Suspect Location)

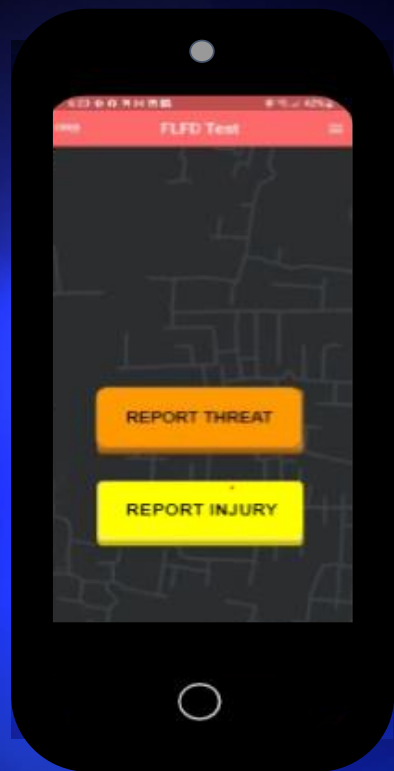
3

Treat/Evacuate Injuries
(Casualty Locations)

THE SOLUTION:

An agency-agnostic visual response platform to manage information and personnel in real time.

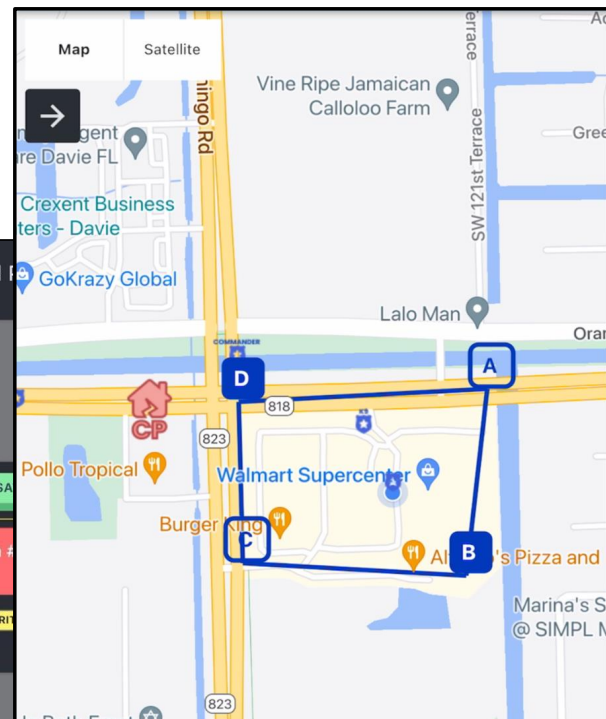
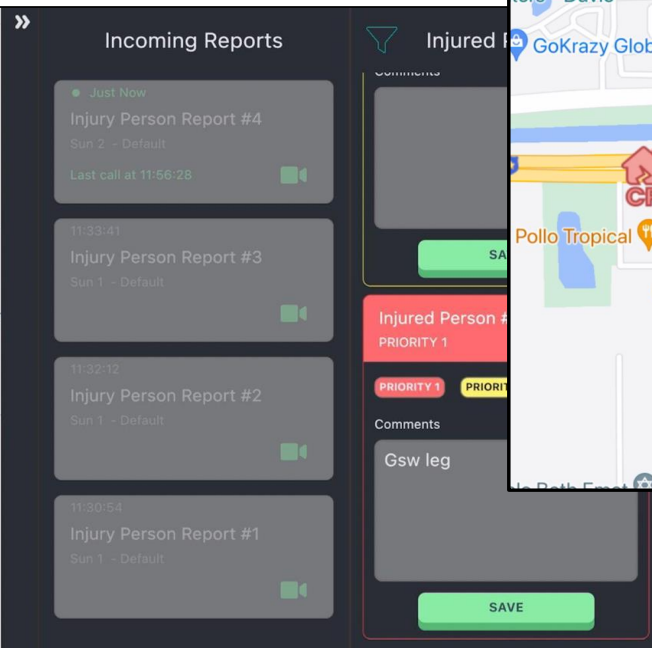
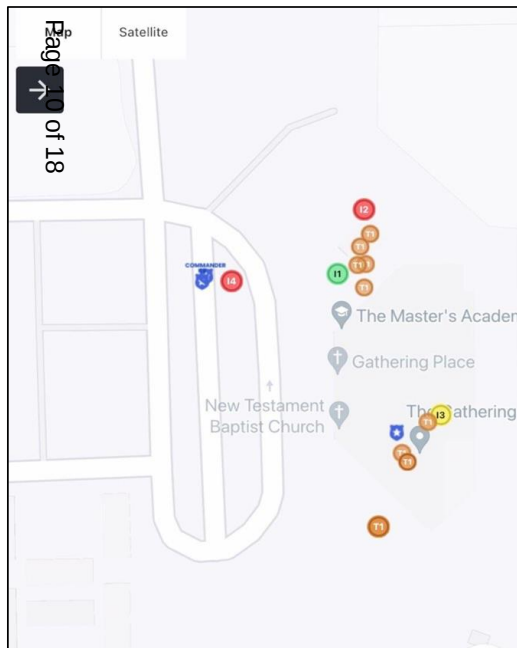




Instant Information Sharing



CERA OpsCenter



Multi-Agency Mass Shooter Training



FIU Biscayne Bay Campus: 200 Acres
May 16th, 2023

Multi-Agency Mass Shooter Training Scenario Data

CERA Onboarding & Training Time Allotment: **60 minutes**

Faculty & Staff CERA Duress App Users: **48**

Police CERA Mobile & OpsCenter Users: **22**

Training Structure: **Wolfe University Center**

Floors: **3**

Total Building Size: **>= 153,000 ft²**



Response Comparison

Objective	University Campus Attacks 2000 - 2023	CERA Deployment FIU 2023
Time to first alert to Police	1 minute, 30 seconds	15 seconds
First Officer(s) on Scene	3 minutes	1 minute
Threat Neutralization*	12 minutes*	8 minutes
Initial Patient Triage	16 minutes	28 seconds
Patient to Transport	31 minutes	10 minutes

** University Mass Shootings with >30 minute Times to Threat Neutralization removed (3)*

Advisors



Page 14 of 18

Ivy Schamis

Education Advisor

Gottesman Jewish Day School of, DC

Former Educator:

Marjory Stoneman Douglas HS

Survivor: MSD/Parkland (2018)



Dr. Albert Hayward, Ph.D

Higher Ed & HBCU Advisor

Bethune-Cookman University

Ph.D Neurobiology- University of Miami



Danielle Gilbert

Student Advisor

University Central Florida:

Marjory Stoneman Douglas HS

Survivor: MSD/Parkland (2018)



Barbie Perdomo

Education Advisor

Learning Center Director, Archdiocese of Miami

Child Development Consultant

CERA Operations



Page 15 of 18

Matt Heimberger

Executive Vice President of Operations

Career Law Enforcement Executive & Subject Matter Expert in Complex Coordinated Terror Attacks. Founder of Platinum Safety Group, immersed in public and private sector security
John Hopkins University- M.S. Organizational Leadership

Responder: 9/11- Pentagon (2001), Washington Navy Yard Shooting (2013), US Congressional Charity Event Mass Shooting, VA (2017)



Keith Dunn

Development Strategist

Career Police Executive, Chief of Police with the Town of Davie and City of Miramar (*ret.*)
Adjunct Instructor- Public Safety, University of Phoenix
Extensive government experience, proven problem solver
Key strengths in building strong community partnerships
St. Thomas University-MBA
Harvard University- Kennedy School of Government

Q&A

Government-Grade Security

- Cloud-hosted on Microsoft Azure Government
- DoD Level Encryption, CJIS, NIST standards. All data that is processed is encrypted in transit and at rest
- 24/7/365 NOC/SOC monitoring all operations and ensuring continuity of services
- User Multi-Factor Authentication
- No storage on local devices



CERA Quick Events

Daily Use For Police, Fire & EMS (2023)

- In-Progress Crimes & Pursuits
- MCI & Hazmat Events
- Missing Endangered
- CERA Events for Pre Planned Management



AGENDA ITEM REPORT



To:

Subject: EMERGENCY REPAIR - Stormwater Station #1

Meeting:

Department:

Staff Contact:

BACKGROUND INFORMATION:

After evaluation of the pump station conducted by Director Ghany; staff informed us that pump 3 shaft is bent and the motor for pump 1 is burnt. Currently there's only 2 functional pumps. This will allow us to repair pump 3 so that the pump station is fully operationally.

FINANCIAL IMPACT:

\$28,128.00

ATTACHMENTS:

[1953_001](#)



6019 Johnson Street
Hollywood, FL 33024
Tel. 954-322-6900
www.abemap.com
service@abemap.com

QUOTE NO. 538

MISAELO FLORES
TOWN OF PEMBROKE PARK
3150 SW 52 AVE
PEMBROKE PARK 33023

Quote No: 538
Order No.:
Date: 06/05/2023
Valid Until: 06/15/2023
Site: PARK ROAD TRIPLEX PUMP STATION
Site Address:
Site Contact: MISAELO FLORES
Salesperson: Jesus Garcia
Site Mobile:

Description

JOB LOCATION:

TOWN OF PEMBROKE PARK 3150 SW 52 AVE PEMBROKE PARK, PARK ROAD STORM WATER TRIPLEX PUMP STATION BY LAKE.

EXISTING EQUIPMENT DESCRIPTION:

STORM WATER SYSTEM FEATURING THREE (3) AXIAL PUMPS MODEL# MF318X30 ,
DRIVEN BY 100 HP , 3 PHASE 460 VOLTS 3 PHASE 444TP FRAME 1190 RPM TEFC
GENERAL ELECTRIC MOTORS.

SCOPE OF WORK:

FURNISH LABOR, MATERIAL AND EQUIPMENT TO EXECUTE THE FOLLOWING ACTIVITIES
AS FOLLOW:

- REMOVE ELECTRIC MOTOR FROM PUMP # 1 FOR REPAIRS.
- REMOVE MOTOR FROM PUMP # 3 AND INSTALL ON PUMP # 1 START UP TEST.
- REMOVE PUMP # 3 FOR INSPECTION.

THE JOB CONSIST ON SET UP A CRANE SUITABLE TO LIFT EXISTING PUMP -
MOTORS FOR REPAIRS.

WORK DETAIL:

IN ORDER TO COMPLETE SCOPE OF WORK THE FOLLOWING STEPS MUST BE TAKEN:

- DISPATCH SERVICE CREW TO JOB SITE INCLUDING CRANE EQUIPMENT.
- FURNISH THE NECESSARY RIGGING CABLES, HOOKS HARDWARE.
- REMOVE ELECTRIC MOTOR FROM PUMP #1 AND SET IN FLAT BED .
- REMOVE ELECTRIC MOTOR FROM PUMP# 3 AND INSTALL ON PUMP # 1 START UP TEST.
- REMOVE TURBINE PUMP # 3 TRANSPORT TO SHOP TO BE DISMANTLE AND INSPECT
ALL PARTS TO SUBMIT AN ACCURATE REPAIR ESTIMATE.



6019 Johnson Street
Hollywood, FL 33024
Tel. 954-322-6900
www.abemap.com
service@abemap.com

QUOTE NO. 538

MOTOR SHOP REPAIRS: (ESTIMATE BASE ON VISUAL INSPECTION - MACHINE SHOP NOT INCLUDED)

- TEAR DOWN END BELLS FROM STATOR AND ROTATING ASSEMBLY / CLEAN AND INSPECT ALL PARTS

- 1.- FURNISH NEW THRUST UPPER BEARING.
- 2.- FURNISH NEW LOWER BEARING.
- 3.- **COMPLETE STATOR REWIND.**
- 4.- DYNAMIC BALANCE ROTOR ASSEMBLY .
- 5.- ASSEMBLE STATOR AND END BELL AND PAINT.
- 6.- POWER UP AND TEST MOTOR

PUMP SHOP DISMANTLE AND INSPECTION:

- TEAR DOWN COMPLETE TURBINE REMOVE PROPELLER AND COLUMN ASSEMBLY / REMOVE SHAFTS / CLEAN AND INSPECT SLEEVES BUSHINGS.

NOTE: AFTER DISMANTLE AND INSPECTION OF ALL PARTS AND QUOTE WILL BE SUBMITTED FOR THE REPAIRS AND RE INSTALLING EQUIPMENT.

NOTE:

THE CRANE SERVICE AND LABOR ESTIMATED FOR THIS JOB FOR A DURATION OF 6 TO 8 EFFECTIVE HOURS OF WORK. BEGINNING AFTER CRANE IS SET UP IN PLACE AND READY FOR THE FIRST LIFT.

ANY ADDITIONAL TIME WILL BE CHARGED ADDITIONAL

PAYMENT TERMS:

****PAYMENT TERMS: PURCHASE ORDER**

ANY OPEN BALANCES AFTER 15 DAYS OF JOB COMPLETION WILL INCUR IN A 2 % FINANCE CHARGE.

CUSTOMER SHOULD BE RESPONSIBLE FOR ALL COSTS INCURRED TO COLLECT PAST DUE ACCOUNTS, INCLUDING COURT COST AND ATTORNEY FEES.

PAYMENT OPTION:

- CHECK / WIRE TRANSFER / DEBIT CARD / CREDIT CARD - 3.5 % FEE

WARRANTY:

- ONE (01) YEAR MANUFACTURER WARRANTY ON NEW EQUIPMENT FROM DATE OF PURCHASE
- ONE (01) YEAR ON NEW CONTROL PANELS
- THIRTY (30) DAYS ON LABOR ONLY
- NINETY (90) DAYS ON EQUIPMENT MINOR REPAIRS **EXCEPT SEALS**

TERMS AND CONDITIONS:



6019 Johnson Street
Hollywood, FL 33024
Tel. 954-322-6900
www.abemap.com
service@abemap.com

QUOTE NO. 538

- THE COST FOR THIS WORK IS BASED NONE PREMIUM HOURS FOR 8 HOURS MAXIMUM.
- IF ANY ADDITIONAL WORK OUTSIDE THE SCOPE OF WORK DURING INSTALLATION IS NEEDED CUSTOMER WILL BE ADVISED AND QUOTED.
- QUOTE IS BASED ON CURRENT MARKET VALUE AS MENTIONED ABOVE QUOTE IS GOOD FOR 7 DAYS.
- ENGINEERING PLANS, PERMITS & PROCESS FEE'S NOT INCLUDED ON THIS QUOTE.
- ANY FEATURES OR ACCESSORIES NOT MENTIONED ARE NOT INCLUDED.
- WARRANTY ON LABOR 90 DAYS
- WORK TO BE PERFORM ON REGULAR WORKING HOURS.
- LICENSED AND INSURED COMPANY.

SPECIAL NOTES:

- AMERIFLO FIRE PUMP DISTRIBUTOR
- WEG ELECTRIC MOTOR DISTRIBUTOR
- XYLEM GOULDS PUMP DISTRIBUTOR
- LIBERTY PUMPS DISTRIBUTOR
- DANFOSS DRIVES DISTRIBUTOR - THRU PARTNERSHIP
- **LICENSED AND INSURED COMPANY**

SERVICES:

- DOMESTIC, IRRIGATION & RECOVERY BOOSTER SYSTEMS
- FIRE PUMP AND CONTROLLERS REPAIRS AND NEW INSTALLATION
- HEAT EXCHANGER CLEANING AND REPLACEMENT
- COOLING TOWER REPAIRS AND REPLACEMENT
- CONDENSER & CHILLER WATER PUMP SALES AND REPAIRS
- STORM & SEWAGE LIFT STATION SALES, MAINTENANCE AND REPAIRS
- ELECTRIC MOTOR SALES, REPAIRS AND REPLACEMENT
- EXHAUST FANS AND CONTROLS
- **24 HOURS EMERGENCY SERVICES**

" ON SITE SOLUTIONS TO YOUR EVERYDAY NEEDS "

AUTHORIZED SIGNATURE: _____ PRINT NAME & TITLE: _____

THANK YOU

Thank you.	Total	\$28128.00
	Incl. Tax of	\$0.00

AGENDA ITEM REPORT



To:

Subject: City of Weston - piggyback contract with A&A Drainage

Meeting: 06 14 2023 DRAFT REGULAR COMMISSION MEETING - Jun 14 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

We would like to utilize this contract for smoke testing of the sewer system.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[A&A Drainage](#)

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of ____ 2023, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as “Town”;

and

A&A DRAINAGE & VAC SERVICES, INC., a Florida corporation, with a principal address of 3555 Meadowbrook Way, Davie, FL 33325, hereinafter “Contractor,” who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the Town desires to enter into this Agreement with Contractor stormwater and wastewater management services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about April 3, 2023, between the Contractor and the City of Weston to provide a stormwater and wastewater maintenance services (the “Agreement”), as detailed in the City of Weston RFP No. 2022-17 (the “RFP”). The Agreement and the RFP are attached hereto as **Exhibit “A”** and **Exhibit “B,”** respectively, and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit “A”** and **Exhibit “B,”** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and **Exhibit "B,"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** and **Exhibit "B"** shall govern the relationship between the Town and Contractor, except as amended below:

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A"** and **Exhibit "B"**, except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in Exhibit "A."
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.
- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** and **Exhibit "B,"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** and **Exhibit "B"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A" or Exhibit "B," this Agreement shall prevail, followed by Exhibit "A" and Exhibit "B."

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 - 2. Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.
2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work

authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
jcjimenez@tppfl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: James Scrima, President/CFO
A&A Drainage & Vac Services, Inc.
3555 Meadowbrook Way
Davie, FL, 33325
jim@aadrainage.com

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

A&A Drainage & Vac services, Inc.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2023, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2023.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

AGENDA ITEM REPORT



To:

Subject: S.W. 30th Street Sanitary Sewer Forcemain Replacement

Meeting: 06 14 2023 DRAFT REGULAR COMMISSION MEETING - Jun 14 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

This is an addendum to the original contract for the sewer forcemain replacement at S.W. 30th Street. Keith is one of our civil engineering consultants procured under RFQ 22-03 in March 2022.

FINANCIAL IMPACT:

\$193,050.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[09630.14-CA#2 Gravity Sewer & Pump Stations-rev 2023-05-31](#)

[AGR22-03 Keith CCSA](#)

[1952_001](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jun 06 2023
Roy Brown, Finance & Budget Director	Approved - Jun 06 2023
Jacobs Horowitz, Interim Town Attorney	Denied - Jun 08 2023
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



CONTRACT ADDENDUM

~~May 12, 2023~~

~~May 30, 2023~~

May 31, 2023

JC Jimenez
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: JCJimenez@tppfl.gov

Project Name: SW 30th Street Sanitary Sewer
Force Main Replacement
Project Location: SW 30th Street from SW 32nd
Avenue to SW 48th Avenue
Pembroke Park, FL, 33023
KEITH Project Number: 09630.14
Contract Addendum: 02
Project Manager: Carlos Morales

PROJECT UNDERSTANDING

The TOWN has requested the CONSULTANT (KEITH) change the project design from 6-inch direct buried/open trench sanitary sewer force main to a new gravity, force main and two (2) pump stations per Craig A Smith & Associates (CAS) Wastewater Master Plan recommendation.

The project site location is along SW 30th Street from SW 33rd Avenue to SW 46th Avenue, within the boundaries of the Town of Pembroke Park and City of West Park.

The professional additional services provided by KEITH will include the following: Topographic Survey, Subsurface Utility Engineering (SUE), and Civil Engineering Services.

Pursuant to conversations with Craig A Smith & Associates (CAS) and their Wastewater Master Plan recommendations the project will consist of the design of approximately 4,000 LF of 8-inch gravity sewer main, 2,000 LF of sanitary sewer force main and two (2) public Pump Stations. The existing 6-inch Sanitary Sewer ACP force main will be capped, grouted and abandoned in place.

It is anticipated that the new Pump Station locations will be within the available easement boundaries of the Town's Pump Stations 12 & 15. If additional easements are required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

All the existing pump stations that currently connect to the existing 6-inch ACP force main will be reconnected to the new proposed gravity main and disconnected/abandoned in place.

www.KEITHteam.com

Pompano Beach (HQ) • Fort Lauderdale • Miami • West Palm Beach • Orlando

Project Areas – Site Map



Pump Station 15 Location Aerial



Pump Station 12 Location Aerial



DESCRIPTION OF ADDITIONAL SERVICES

MEETINGS AND COORDINATION

Task 002 Additional Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with County Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and Local Agencies required for site plan submittals. KEITH will attend necessary pre-application meetings, staff meeting, and public hearings as directed by the CLIENT. It is anticipated that the CLIENT will have a Land Use Attorney assist in processing of the Site Plan and Variances.

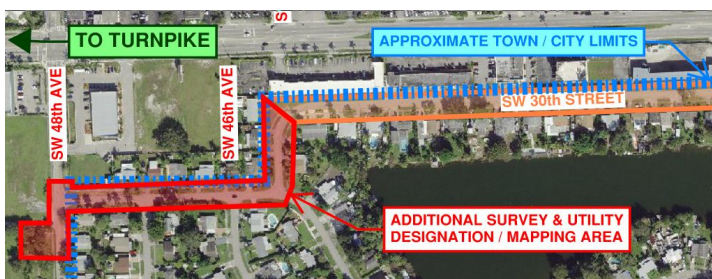
KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 103 Additional Topographic Survey

KEITH will expand the initial Topographic Survey to the connection points of the project (approx. 1800' linear feet of roadway). Survey will show the boundary lines, as obtained from the Broward County GIS file, together with surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. from the apparent Right of Way to apparent Right of Way. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with the pipe invert elevation, diameter, material, and direction. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.



Task 104 Title Search Services (Not Included)

The CLIENT will provide the required Right of Way and easement ownership information.

If requested by the CLIENT, the CONSULTANT will prepare a written Expanded Scope Agreement to obtain Title information through an outside licensed Title search provider.



Task 103 Sketch & Descriptions Services for Easements (Optional)

When determined to be required, the CONSULTANT shall prepare a sketch and description for the easement of the proposed pump stations.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designating utilities within the depicted two red highlighted areas to include north on SW 32nd Ave to the northern PT on the north side of Hallandale Beach Boulevard on the attached exhibit and locating up to twenty (10) test holes as requested by the designer. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 205 Additional Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

Task 206 Additional Location Services

KEITH will perform up to ten (10) additional test holes (from the original executed contract(s) under Tasks 201 & 203) at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size, and material if applicable. If test hole locations are required within lanes of traffic of Hallandale Beach Boulevard, additional fees will be required for Maintenance of Traffic.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 207 Additional Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in 205 and 206 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the



North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) will be delivered in Excel in PNEZD format.

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications

Sanitary Sewer Plans

KEITH will prepare sanitary sewer system plans for the design of a new 8-inch gravity sewer main, two (2) pump stations, and two (2) 3-inch force main lines along SW 30th Street to replace the existing force main.

The design and permitting requirements of the two (2) pump stations are to comply with Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

It is anticipated that all existing utility infrastructure is adequate to provide the required sanitary sewer services to the existing developments. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer services to the surrounding properties. Services associated with designing and permitting any existing and/or proposed new services will be addressed as additional services.

KEITH will include all available existing utility information on the plans. KEITH will not identify the means and methods on how the contractor is to reconnect all existing sanitary sewer services to the new gravity main and/or maintain temporary service throughout construction.

Pavement Marking & Signing Plans

The CONSULTANT will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Deliverables

1. Construction Documents (30%, 60% and Final Construction Documents) for the above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)

Task 406 Additional Engineering Permitting

KEITH will prepare and submit the permit applications for the construction of these new sanitary sewer improvements and process them through the following regulatory agencies:

Sanitary Sewer System

- Town of Pembroke Park Public Works – Sanitary Sewer / Pump Station.
- Broward County Water & Wastewater Services– Sanitary Sewer / Pump Station.
- Florida Department of Environmental Protection (FDEP) –Sanitary Sewer.

Roadway Restoration / Right-of-Way

- Town of West Park Public Works.
- Town of Pembroke Park Public Works.
- Broward County Traffic Engineering Division (Pavement Markings and Signage)

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.



Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.
2. Final Summary of Permits matrix and Permit Book.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 803 Additional Construction Observation for Engineering Certification

KEITH will provide additional construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described in the original executed contract(s) (under Tasks 801 & 802) and are anticipated to take **an additional Six (6) months (total of 9 months)**.

GEOTECHNICAL EXPLORATION SERVICES (Subconsultant)

Refer to Exhibit A – Pacifica Engineering Sciences (PES) (Sub-Consultant) Geotechnical Exploration Services Scope and Fees.

Task A01 Geotechnical Exploration and Report (Subconsultant)

Based on the requested scope, PACIFICA proposes to perform the following geotechnical field services:

Perform Two (2) Standard Penetration Test (SPT) borings, (one as close as possible as each pump location) to a depth of 25 feet below existing grades.

The SPT borings will be performed with truck-mounted machinery using rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586). After completion of drilling, all boreholes will be grouted, asphalt cold patch applied where needed, and the site generally cleaned, as required.

Underground utility clearance will be required prior to the commencement of the geotechnical field exploration. Therefore, PACIFICA will contact "Sunshine One-Call" Service to obtain underground public utility clearance. PACIFICA understands that private utilities will be marked by others prior to each mobilization.

Deliverables

1. A location plan of the site showing the location of the soil borings.
2. Logs of the exploratory borings, which furnish the results of the SPT sampling.
3. The existence of organic soils or any other soil conditions
4. An estimation of total and differential settlements for the foundations systems for the proposed structures.
5. Site preparation recommendations for the proposed construction.
6. An anticipation of groundwater levels and methods for handling groundwater during construction.
7. Foundation recommendations with allowable bearing capacity
8. Some construction consideration

Task A02 Geotechnical GPR Services (Subconsultant) - Optional

PACIFICA will perform GPR Services.



MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (Subconsultant)

Refer to Exhibit B – Quantum Electrical Engineering, Inc (QEE) (Sub-Consultant) Mechanical and Electrical Engineering Services Scope and Fees.

Quantum Electrical Engineering, Inc. (Quantum) is pleased to provide an electrical engineering design services fee proposal for the electrical and control design for the Town of Pembroke Park – New Pump Station 12 and New Pump Station 15. The following items are included in our scope.

Mechanical

Ventilation requirements will be determined based on the Mechanical Florida Building Code. Both stations will be designed in parallel and submitted for permit simultaneously.

Electrical

Complete Electrical design according to National Electrical Code (NEC) and Broward County Standards. Each station will include providing power for new pumps, a Control Panel as per Broward County standards, a Remote Terminal Unit (RTU) with radio and antenna. RTU to be compatible with Town's Master Station. Each location design will include a connection for a portable standby generator along with an Automatic Transfer Switch properly sized to handle station load and to comply with NFPA requirements. Each station will include sensors (ultrasonic and/or radar) connected to RTU. Design will include coordination with FPL to determine service availability (preferably 480-volt, 3 ph.) as well as available fault current to properly specify equipment short circuit rating. Extensive coordination with the manufacturer will be required.

All mechanical and electrical design will comply with Broward County and Town of Pembroke standards.

Task B01 Design Documents Mechanical and Electrical Engineering Design

The design and permitting requirements of the two (2) pump stations are to comply with the Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

Deliverables

1. Quantum will provide 1-set of electronic electrical and control plans and electrical specifications and cost estimates to KEITH for 30%, 60% and 100% reviews, permit documents and bid documents.

Task B02 Construction Administration for Mechanical and Electrical Certification

QEE will provide construction administration services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits.

Task B03 Permitting Assistance

Respond to the regulatory agencies comments.



SCHEDULE

MEETINGS AND COORDINATION

Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities Concurrent

SURVEY SERVICES

Task 103 Additional Topographic Survey 2 months
Task 104 Title Search (by Title Company – Subconsultant) Not Included
Task 105 Sketch & Descriptions for Easements – Optional 1 month

SUE SERVICES

Task 205 Additional Horizontal Designation Services Concurrently with task 104
Task 206 Additional Location Services 6-8 weeks
Task 207 Additional Mapping Services Concurrently with task 205 and 206

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications 2 months
Task 406 Additional Engineering Permitting 4 - 6 months

CONSTRUCTION / PROGRAM MANAGEMENT SERVICES

Task 803 Additional Construction Observation for Engineering Certification *Additional* 6 months
(9 months Total)

GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)

Task A01 Geotechnical Exploration and Report (Subconsultant) 1 Month
Task A02 Geotechnical GPR Services (Subconsultant) - Optional Concurrent w/ Task A01

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)

Task B01 Design Documents Mechanical and Electrical Engineering Design (Subconsultant) 2 months
Task B02 Construction Administration for Mechanical & Electrical Certification (Subconsultant) 9 months
Task B03 Permitting Assistance (Subconsultant) Concurrent with Task 406



COMPENSATION

MEETINGS AND COORDINATION

Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities \$3,000 (Hourly/NTE)

SURVEY SERVICES

Task 103 Additional Topographic Survey \$10,500 (Lump Sum)
Task 104 Title Search (by Title Company – Subconsultant) Not Included
Task 105 Sketch & Descriptions for Easements (Optional) \$2,500 (Lump Sum)

SUE SERVICES

Task 205 Additional Horizontal Designation Services \$9,000 (Lump Sum)
Task 206 Additional Location Services (5 @ \$500 per test hole) \$3,250 (Lump Sum)
Task 207 Additional Utility Mapping \$4,500 (Lump Sum)

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications \$54,000 (Lump Sum)
Task 406 Additional Engineering Permitting \$20,000 (Lump Sum)

CONSTRUCTION / PROGRAM MANAGEMENT SERVICES

Task 803 Additional Construction Observation for Engineering Certification \$40,000 (Hourly/NTE)*

GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)

Task A01 Geotechnical Exploration and Report (Subconsultant) \$5,500 (Lump Sum)
Task A02 Geotechnical GPR Services (Optional) \$1,200 (Lump Sum)

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)

Task B01 Design Documents Mechanical and Electrical Engineering Design \$26,150 (Lump Sum)
Task B02 Construction Administration for Mechanical and Electrical Certification \$13,000 (Lump Sum)
Task B03 Permitting Assistance \$450 (Lump Sum)

Total Fee \$189,350 + Reimbursables

Total Fee with Optional Tasks \$193,050 + Reimbursables

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Stephen Williams, Sr., PE
Vice President of Civil Engineering
DATED: _____

As to CLIENT
Town of Pembroke Park

Signature: _____
Print Name: _____
Title: _____
DATED: _____





AGREEMENT

Between

Town of Pembroke Park

and

Keith and Associates, Inc., dba Keith

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

A-1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 31st day of May 2022
by and between:

TOWN OF PEMBROKE PARK, a municipal
Corporation of the State of Florida, (hereinafter
referred to as "TOWN")

and

KEITH and ASSOCIATES, INC., a Corporation
authorized to do business in the State of Florida,
(hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of
May 11th, 2022 authorized by motion the execution of this Agreement between
CONSULTANT and TOWN authorizing the performance of services in connection with a
continuing contract for Civil Engineering Consultant Services ; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project
for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions
contained herein, the parties hereto, do agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which
follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and
are therefore agreed upon by the parties.

- 2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT
dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.
- 2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and
on review of documentation submitted by the Contractor that by its issuance recommends that
TOWN pay identified amounts to the Contractor for services performed by the Contractor at the
Project.

- 2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.
- 2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.
- 2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.
- 2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.
- 2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.
- 2.9. **CONSULTANT:** **Keith and Associates, Inc.,** the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.
- 2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.
- 2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.
- 2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.
- 2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.
- 2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.
- 2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.
- 2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

- 2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1. The CONSULTANT shall perform the following professional services: Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

- 5.1. The Project will be divided into "Tasks."

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- 5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).
- 5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:
 - 5.3.1. Providing additional copies of reports, contract drawings and documents; and
 - 5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.
- 5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.
- 6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

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7.2. REIMBURSABLES EXPENSES

- 7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
 - B. Identifiable testing costs approved by Contract Administrator.
 - C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
 - D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).
- 7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

- 7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.
- 8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.
- 9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

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or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.
- 9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.
- 9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.
- 9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.
 - 9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.
 - 9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

- 9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.
- 9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.
- 9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.
- 9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10 TOWN'S RESPONSIBILITIES

- 10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.
- 10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

- 11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.
- 11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

- 11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

- 11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.
- B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub-Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.
- C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability

Bodily Injury and Property

Combined Single Limit

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Personal Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability Waiver of Subrogation

Premises/ Operations

Products/Completed Operations

Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability

Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.
- B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to benefit a third party directly or substantially by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

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

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Public Services Director
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, FL 33023
 Telephone: (954) 966-4600

With a copy to: Town Manager
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, FL 33023

CONSULTANT: Keith and Associates, Inc.
 301 East Atlantic Avenue
 Pompano Beach, Florida, 33060
 Telephone: (954) 788-3400

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state, and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

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

WITNESSES:

DocuSigned by:
Suzi Reutlinger
C3B405C5E6EB484...
Suzi Reutlinger

(Witness print name)
DocuSigned by:
Dierdre Davis
3505146BACF345E...
Dierdre Davis
(Witness print name)

(CORPORATE SEAL)

TOWN

TOWN OF PEMBROKE PARK

DocuSigned by:
Geoffrey Jacobs
E71F54705D68433...
By GEOFFREY JACOBS, Mayor

DocuSigned by:
J.C. Jimenez
6C37ECC7F4954ED...
By J.C. JIMENEZ, Town Manager

ATTEST:

DocuSigned by:
Marlen Martell
410D02AC7D4A446...
MARLEN D. MARTELL, Town Clerk

Approved as to form:

DocuSigned by:
Melissa Anderson
E4FAD8E5078C44B...
MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Keith and Associates, Inc.

Rori Magee
Rori Magee
(Witness print name)

By [Signature]
Name: STEPHEN D. WILLIAMS
Title: VICE PRESIDENT

[Signature]
Brittany Sheffield
(Witness print name)



TEST: [Signature]
By Elizabeth Underwood

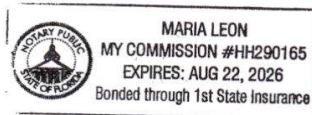
(CORPORATE SEAL)

STATE OF Florida : COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 16 day of September, 2022, by Stephen Williams and Elizabeth Underwood respectively, of Keith and Associates, Inc.

They are ☒ personally known to me or ___ have produced ___ as identification.

(SEAL)



[Signature]
Notary Public, State of
(Signature of Notary Taking Acknowledgment)
Maria Leon
Name of Notary Typed, Printed or Stamped
August 22, 2026
My Commission Expires
HH290165
Commission Number

A-28

EXHIBIT "A"
SCOPE OF SERVICES

1. Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.
2. Building renovations
3. Coordination with the Town staff, Town Consultants, and Contractors
4. Coordination with the utilities such as FPL, Comcast, and ATT
5. Construction observation / inspection
6. Engineering analysis, cost estimates and reports
7. Erosion and sediment control design
8. Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with
9. Neighborhood improvements and beautification
10. Participation in the implementation of the projects
11. Pavement marking and signage design
12. Planning and Zoning requirements
13. Preparation of construction documents
14. Preparation of project rendering and presentation material
15. Project Construction Management
16. Project permitting
17. Roadway and site design
18. Shop drawing review
19. Site grading and storm water runoff modeling and design
20. Surveying and mapping
21. Temporary Traffic Control (TTC) formerly Maintenance of Traffic (MOT)
22. Underground utility design such as water mains, storm water, and sanitary sewer system

The Consultant shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards, and specifications.

EXHIBIT "B"
KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

A-30

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KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

EXHIBIT B PROFESSIONAL SERVICE FEE SCHEDULE	
	Hourly Rate
Senior Project Executive.....	\$400.00
Project Executive	\$350.00
Expert Witness.....	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager.....	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$150.00
Assistant Project Manager.....	\$100.00
Administrative Assistant	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$225.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$110.00
Senior Construction Manager.....	\$190.00
Construction Manager.....	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor	\$190.00
Sr. Surveyor & Mapper	\$180.00
Project Surveyor II	\$165.00
Project Surveyor I	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II	\$165.00
Landscape Architect I	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator.....	\$190.00
Senior Utility Coordinator.....	\$150.00
Utility Coordinator	\$110.00
Subsurface Utility Location Manager	\$140.00
Field Supervisor.....	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV	\$250.00
Survey Crew III	\$200.00
Survey Crew II	\$150.00
Survey Crew I	\$100.00
Survey Static Laser Scanning.....	\$250.00
Survey Drone Crew.....	\$200.00
Impervious Coring >8"	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each
Effective 03/07/2022	



Engineering Inspired Design.

KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	Current IRS Standard Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2022



Engineering Inspired Design.

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



December 14, 2022

CIVIL ENGINEERING CONSULTING SERVICES LIST

1. THE BETAJONES GROUP, INC.
Luis A. Betalleluz, P.E., Principal
801 Brickell Avenue, Suite 800
Miami, Florida, 33131
Telephone: (786) 284-8828
2. CALVIN, GIORDANO & ASSOCIATES, INC.
Jenna Martinetti, PE, Project Manager
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7781
3. CARNAHAN, PROCTOR & CROSS, INC.
Dan Tintner, PE, Sr. Vice President, Government Services ✖
814 S. Military Trail
Deerfield Beach, FL
Telephone: (954) 593-8774
4. CONNECT ENGINEERING, LLC
Adrian Robaina, PE, MEM, President
2645 SW 37th Avenue, Suite 301
Miami, FL 33133
Telephone: (305) 981-6142
5. CRAIG A. SMITH AND ASSOCIATES, LLC ✖
Stephen Smith, PE, President
21045 Commercial Trail
Boca Raton, FL 33486
Telephone: (954) 782-8222

6. CRAVEN THOMPSON & ASSOCIATES, INC.
Patrick J. Gibney, P.E., Vice President, Engineering
3563 NW 53rd Street
Fort Lauderdale, Florida 33309
Telephone: (954) 739-6409
7. ENGENUITY GROUP, INC.
Adam Swaney, P.E., Vice President
300 Lock Road, Suite 302
Deerfield Beach, FL 33442
Telephone: (954) 895-0174
8. HBC ENGINEERING COMPANY
Adebayo Coker, President
5200 NW 33rd Avenue, Suite 211
Fort Lauderdale, FL 33309
Telephone: (305) 232-7932
9. HSQ GROUP, INC.
Nour Shehadeh, Vice President
4577 Nob Hill Rd., Ste. 205
Sunrise, FL 33351
Telephone: (954) 739-6409
10. KEITH & ASSOCIATES, dba KEITH
Stephen D. Williams, Sr., PE, Vice President of Civil Engineering
301 East Atlantic Boulevard
Pompano Beach, FL 33060
Telephone: (954) 788-3400
11. KIMLEY-HORN AND ASSOCIATES, INC.
D. Stefano Viola, P.E., Project Manager
8201 Peters Road, Suite 2200
Plantation, FL 33324
Telephone: (954) 535-5133

#FLCities2023



2023 FLC ANNUAL CONFERENCE

AUGUST 10-12, 2023 • SIGNIA BY HILTON ORLANDO BONNET CREEK

**Hotel Registration
Deadline: July 18, 2023**

**Conference Registration
Deadline: July 28, 2023**

REGISTRATION INFORMATION

Paid registration is required to receive housing information, so sign up early! See page 6 for details.

General Information

The Florida League of Cities (FLC) 2023 Annual Conference will be held August 10-12, 2023, at the Signia by Hilton Orlando Bonnet Creek.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and discover the latest products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Don't miss this opportunity to learn, network and share.

Location/Dates

Signia by Hilton Orlando Bonnet Creek
Thursday, August 10 - Saturday, August 12, 2023

Registration Hours

Wednesday, August 9:	12:00 p.m. - 4:30 p.m.
Thursday, August 10:	7:00 a.m. - 7:00 p.m.
Friday, August 11:	7:30 a.m. - 5:00 p.m.
Saturday, August 12:	7:30 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government (\$575), **Corporate** (\$675) and **Guest** (\$175): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and Installation and the Inaugural Celebration on Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations.

Guests are defined as spouses, partners or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon and Installation nor the Inaugural Celebration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only

Visit flcities.com/annualconference to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and housing instructions. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only

To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, July 28, 2023**. Name badges and other information can be picked up at the conference registration desk.



General Information

DEADLINES

Registration – Conference registrations must be received no later than **Friday, July 28, 2023**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to \$605 for government and \$705 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at Signia is **July 18, 2023**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

Cancellation Policy

Conference registration cancellation requests must be sent in writing via email to mhowe@flcities.com. All cancellations received in the FLC office by 5:00 p.m. **Friday, July 28, 2023**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 28 or for early departure from the conference.**

Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Certification Credit

This conference qualifies for 10 points in our **Certified Elected Municipal Official** program. Visit our [website](#) or contact [Christen Barton](#) for more details.

Live Feeds via Social Media

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2023** in all your conference-related posts.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 10**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com or 850.222.9684.



Tentative Schedule

Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 9, 2023

12:00 p.m. - 4:30 p.m.

Registration Desk Open

1:00 p.m. - 2:00 p.m.

Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:30 p.m.

Florida League of Mayors Forum

Additional registration required through the Florida League of Mayors; contact [Rachel Embleton](#) for more details.

4:45 p.m. - 5:45 p.m.

Florida League of Mayors Business Meeting

For more information, contact [Rachel Embleton](#).

6:00 p.m. - 7:00 p.m.

Florida League of Mayors Reception

Additional registration required through the Florida League of Mayors; contact [Rachel Embleton](#) for more details.

THURSDAY, AUGUST 10, 2023

7:00 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 10:00 a.m.

Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Have You Completed Your Hours?

Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of

public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: Registration is limited to the first 175 people and will be on a first-come, first-served basis.

10:00 a.m. - 7:30 p.m.

Exhibit Hall Open

1:00 p.m. - 2:00 p.m.

Legislative Policy Committee Meetings

- ▶ Finance, Taxation and Personnel
- ▶ Land Use and Economic Development
- ▶ Municipal Administration
- ▶ Transportation and Intergovernmental Relations
- ▶ Utilities, Natural Resources and Public Works

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO) but is not a substitute for the three-day IEMO class.

3:15 p.m. - 4:30 p.m.

Workshops

4:45 p.m. - 5:45 p.m.

Resolutions Committee Meeting (if needed)

5:15 p.m. - 6:00 p.m.

Speed Networking

Whether you've just arrived or spent the day in pre-conference workshops and committees: this event will be an energetic ending to the day! Come join your colleagues to meet new friends in a fast-paced, fun environment just before the President's Reception. League staff will also be available to



Tentative Schedule

answer your conference questions. Please wear your badge and come ready to smile, meet, greet and kick off the League's biggest gathering of the year!

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 11, 2023

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

Additional registration required through the [Florida Black Caucus of Local Elected Officials](#); contact [Caressa Andrews-Moye](#) for more details.

7:30 a.m. - 9:00 a.m.

Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.

Exhibit Hall Open

7:30 a.m. - 5:00 p.m.

Registration Desk Open

8:15 a.m. - 9:15 a.m.

Federal Action Strike Team Meeting

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

Opening General Session

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by [John Avlon](#) and [Margaret Hoover](#).

John Avlon is a senior political analyst and anchor at CNN. He is an award-winning columnist and the author of *Independent Nation*, *Wingnuts*, *Washington's Farewell*, and *Lincoln and the Fight for Peace*. **Margaret Hoover** is the host of PBS'



JOHN AVLON



MARGARET HOOVER

"Firing Line with Margaret Hoover," a public affairs, multi-platform program that engages in long-form interviews and a rigorous exchange of ideas with the guiding principle that civil discourse is a civic responsibility. A CNN contributor, she has served in the White House under President George W. Bush, in the Department of Homeland Security, on Capitol Hill and on two presidential campaigns. John and Margaret live in New York City with their two children.

They will discuss topics that include John's latest book, *Lincoln and*

the Fight for Peace, Margaret's work as host of "Firing Line" and **Disagreeing Agreeably: Tackling Today's Issues While Finding Common Ground**. At a time when Americans feel more divided than ever before about politics, they will offer a much-needed example of how we can disagree agreeably.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops



Tentative Schedule

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open

SATURDAY, AUGUST 12, 2023

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local League for more information.

Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 4:00 p.m.

Youth Council Program

See page 8 for details and registration information.

9:00 a.m. - 10:00 a.m.

Annual Business Meeting

10:15 a.m. - 12:15 p.m.

Second General Session

Featuring recognition of the Years of Service awards and an address by **National League of Cities President Victoria Woodards**.

Mayor **Victoria Woodards** of Tacoma, WA, serves as the President of the National League of Cities (NLC). She was elected Mayor in 2018.

Woodards has called the "City of Destiny" her home for almost her entire life. She is a proud graduate of Tacoma's Lincoln High School and has served as a soldier in the United States Army. Before becoming Mayor, she served for seven years as an at-large member of the City Council. During that



VICTORIA WOODARDS

time, she launched the city's Equity and Empowerment initiative, which led to the establishment of its Office of Equity and Human Rights. She also brought partner organizations together for then-President Barack Obama's My Brother's Keeper initiative and spearheaded the city's

Project PEACE initiative, which bridged community members with the Tacoma Police Department.

As Mayor, she continues to be a champion of these important issues while expanding her involvement in regional and national conversations on affordable housing, transportation, strengthening youth and families, public safety, growing local business and the creation of family wage jobs. She has also worked to more fully engage the city's youth in community decisions that impact them every day by expanding Student Government Day and establishing the city's first Youth Commission.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 4:30 p.m.

Workshop

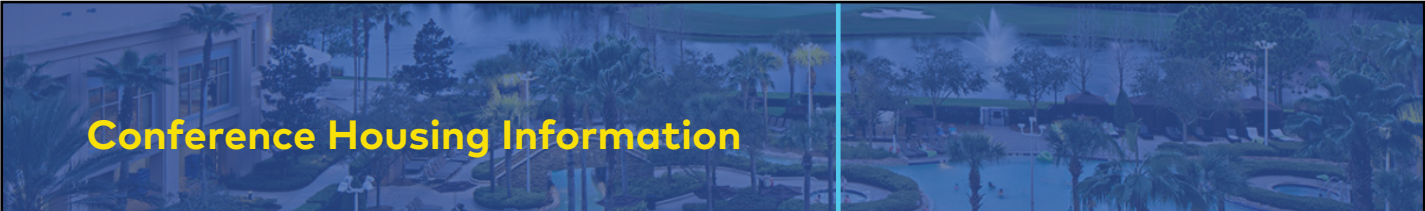
6:15 p.m. - 11:00 p.m.

Inaugural Celebration

Pack your best cocktail attire and join us for a night **On Broadway!** During dinner, you'll be treated to a sampling of hits from some of the Great White Way's biggest shows, including "Hamilton," "The Lion King" and "Wicked." After the show, enjoy drinks and dancing late into the night.

Schedule and speakers subject to change.





Conference Housing Information

The **Signia by Hilton Orlando Bonnet Creek** will serve as the conference hotel. It is located at 14100 Bonnet Creek Resort Lane in Orlando. The hotel's phone is 407.597.3600. **(NOTE:** Reservations may be made via an FLC-provided code only. Please **do not** call the hotel to make reservations until you receive this code.) FLC has secured the reduced rate of **\$17.50** per day for self-parking and **\$36.00** per day for valet parking.

Visit the hotel's [website](#) for complete details about the facility.

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at Signia is **July 18, 2023**, and the rate is **\$199/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early.**





2023 FLC ANNUAL CONFERENCE

2023 FLC Annual Conference Registration Form

AUGUST 10-12, 2023 • SIGNIA BY HILTON ORLANDO BONNET CREEK

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757, or visit the League website, flcities.com/annualconference, to access online registration. **NOTE: Credit card payments may be made online only.**

DELEGATE INFORMATION

Name: _____ | _____ | _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No

GUEST INFORMATION (PLEASE COMPLETE ONLY IF REGISTERING A GUEST FOR THE CONFERENCE.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES

	NO.	FEE	TOTAL FEE
City/County/Government	____@	\$575.00*	\$ _____
Corporate	____@	\$675.00*	\$ _____
Guest	____@	\$175.00	\$ _____
Guest (13-18 years)	____@	\$20.00	\$ _____
Guest (3-12 years)	____@	\$15.00	\$ _____

OPTIONAL ACTIVITIES

	NO.	FEE	TOTAL FEE
Extra Luncheon Ticket	____@	\$50.00	\$ _____
Extra Inaugural Celebration Ticket	____@	\$60.00	\$ _____

Total \$ _____

***NOTE:** Registration fees will increase to \$605 for government and \$705 for corporate for all registrations done on-site.

SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **July 28, 2023**.

Remember: You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email to mhowe@flcities.com and received by 5:00 p.m. **July 28, 2023**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 29 or for early departure from the conference.**





2023 FLC ANNUAL CONFERENCE

2023 Florida League of Cities Youth Council Program

SATURDAY, AUGUST 12, 2023 • 8:30 A.M. - 4:00 P.M.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with other Florida youth councils. Youth council coordinators will have a separate training session.

The registration fee for this program is **\$75** per person and includes lunch.

NOTE: Students **must** be members of an established municipal youth council in order to participate in this program.

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Friday, July 28, 2023. This is the final deadline to register.

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa, Mastercard or American Express, please complete this form and email it to erussell@flcities.com. You will be contacted directly for your card information.

Youth council registration cancellation must be sent via email to erussell@flcities.com. All cancellations received in the FLC office by 5:00 p.m. **Friday, July 28, 2023**, will receive refunds. Refunds will be issued after the conference.

For more information, please contact Eryn Russell at 850.222.9684.



Page 203 of 212

AGENDA ITEM REPORT



To: Commission
Subject: Commission Chambers Renovation for multipurpose room
Meeting: AGENDA REGULAR COMMISSION MEETING - Jun 14 2023
Department: Administrative
Staff Contact: JC Jimenez, Town Manager

BACKGROUND INFORMATION:

The renovation of the dais has been discussed in multiple occasions, but has not been resolved. The chair arm rests are broken the rug is buckling and stained. The cost has been the main reason. Fortunately, we now have ARPA funds that can be used to give the Chambers a facelift and create a multiple purpose room with stackable chairs. This will open the room for training sessions, giveaways and events.

FINANCIAL IMPACT:

Not to exceed \$24,000.00

RECOMMENDATION:

Staff recommends to utilize staff and a contractor to complete the following. Removal of chairs and carpet, install tile, smooth/paint walls, install a removable step on the right side of the dais, and install formica on the dais. We can also paint the ceiling framing and install new tiles and HVAC flat grills.

ATTACHMENTS:

[06 14 2023 quotes](#)

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

PROPOSAL/CONTRACT

Date:

6/9/23

Name/ Insured:

Town of Pembroke Pk

Home ph.:

N/A

Bus. Ph.:

9-966 4600

Claim or Policy No:

N/A

Job Location:

3150 S.W. 52 Ave. P. Pk., Fl. 33023

Cause of Loss:

N/A

Job Name:

REPAIR / INSTALLATION - COMMISSION CHAMBER

JOB DESCRIPTION

- | | |
|--|--------|
| 1. DEMO. Remove rug and chairs. Disposal. | \$1800 |
| 2. Remove/reinstall baseboards. Tile floor. (Labor only) <i>additional for large format tile</i> | \$7400 |
| 3. Plaster wall to smooth finish, if applicable. | \$2400 |
| 4. Prep, paint walls and baseboards. (Labor Only) | \$1400 |
| 5. Prep, paint ceiling tile frame. | \$ 600 |
| 6. Install (5) new perforated HVAC grills. | \$1200 |
| 7. Install 3' x 11" wood step @ North side of Dayus. Removable. | \$ 400 |
| 8. Install Formica to Dayus. Front side only.
Install Formica to Dayus. Sides.
Install Formica to small rear wall. Side only.
New wood office Table/approx., 6'w x 30"d. Formica
No drawers/chairs | \$6000 |

TOTAL	\$21,200
-------	----------

Prices are arranged based on complete job as outlined. Removal of line items may result in additional charge.

6. **Unforeseen-** Labor or/and Materials not expected beforehand, prior to Proposal/Contract preparation or/and during work. In the event, an Addendum stating description and cost will be added to Proposal/Contract/ Invoice total.

7. It is understood that TIMOTHY P. PK the Homeowner, Owner, Mgr. Association, contractor, subcontractor, etc. has authorized "CODE 3" to Comm. Chambers - Dustfall - Repair @ residence 3150 SW 52 Ave PK PL 32023

8. Work will start at the residence/premises after the acceptance of a signed "said" Proposal//Contract START DATE _____ FINISH DATE _____ It is estimated that "said job will take approximately () days. In the event that "said" job has to be extended, Association will be notified verbally or in writing.

THE COST OF "SAID" job will be for the sum of _____
() ** Total of three
Draws****1st 50% _____ 2nd 20% _____ 3rd 20% _____ 4th 10% Final Draw _____

TERMS & CONDITIONS

1. **Payment** is as follows: ^{50%}~~60%~~ down initially of total job and ^{40%}~~40%~~ @ completion. Funds must be made out to "CODE 3" in the form of a Cashier's Check, Cash or Money Order. "CODE 3" is required to be a third-party payee on all Insurance proceeds.
2. **Termination** - In the event that said party or and Insurer terminates the contract after "CODE 3" has initiated or acquired expenses with "said" job "CODE 3", will be entitled to recover monies for all labor, materials and time utilized preparing proposal, plus 20 % overhead and profit from Homeowner, Owner or Association. (*Minimum \$450.00 Fee for Proposal Preparation*)

If payment draws are not received when requested; \$200.00 a day, for delay of job may be imposed- or/and a Breach of Contract may be entered.
3. "CODE 3" and staff are entitled to work in a Safe environment. If it determined that work area is a "Hostile Work Environment", project/job may be suspended or terminated. An invoice will be issued for work, time and 20% profit of total job
4. **Late Fee** - 15 % will be applied to remaining balance after 30-days
5. **Materials** - is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from outlined specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements are contingent upon strikes, accident or delays beyond our control homeowner, Owner's and Association are required to carry fire and other necessary insurance.

If applicable "CODE 3" will furnish labor, materials, and supplies of equal value, color, size and shape. Only items outlined in Proposal/Contract will be honored.



MVA Diaz Construction Inc

CONSTRUCTION PROPOSAL C-230606-02

Date: 06/06/2023

Project: MISCELANIOUS WORK AT TOWN OF PEMBROKE PARK-BUILDING DEPARTMENT.

Address: 3150 SW 52nd AVE., Pembroke Park FL.33023.

1. Description of Work :

- Remove and disposal existing floor carpet and seating furniture.
- Remove and disposal existing platform.
- Fabricate ne platform (specifications approved by the building official)
- Floor tile and baseboard installation. (materials will furnished by the Owner.)
- Furring out existing door opening.(include remove and disposal exist. door, and casing)
- Smooth and paint walls.
- Remove and disposal existing acoustic ceiling (aprox. 1,500.00 s.f.)
- Furnish and install 2'-0"x2'-0" acoustic ceiling tile.

2. Compensation:

The total amount for this proposal is: \$33,000.00 (Eight thousand nine hundred dollars)

3. Payment schedule:

50% - \$ 16,500.00 start work.

50% - \$ 16,500.00 final work.

4. Materials and Labor:

This price includes labor, construction materials, and equipment .

-All materials is guaranteed to be as specified. All work to be completed in a work man like manner according to standard practices. Any alteration or deviation from above scope of work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.

This proposal does not include:

1. No other material or work that is not specified in this proposal.
2. Unforeseen situations.
3. City fees: including permits and any other municipality requirements.

Thank you for your business. It's a pleasure to work with you on your projects.

1

MVA DIAZ CONSTRUCTION INC. 16225 NW 28 CT. MIAMI GARDENS-FL 33054
PHONE : (786)-970-4506

CGC1514076

PROPOSAL

[illegible]

CGC1514076

PROPOSAL

[illegible]

AGENDA ITEM REPORT



To: Commission
Subject: Future Events
Meeting: AGENDA REGULAR COMMISSION MEETING - Jun 14 2023
Department: Administrative
Staff Contact: Musfika Kashem, Acting Clerk Commissioner

BACKGROUND INFORMATION:

I would like to request the Commission to approve (3) events, they are: World Suicide Prevention Day, Sunday, September 10, 2023, parents and children with psychologist to discuss suicide issues. Global Diversity Awareness Day, October 2023 park event with music, dance, and food. Small Business Support Programs Meet and Greet Event, invite Town business owners to discuss future endeavors.

FINANCIAL IMPACT:

World Suicide Prevention Day, Sunday, September 10, 2023 - \$12,000
Global Diversity Awareness Day, October 2023 - \$12,000
Small Business Support Programs Meet and Greet Event - \$12,000

POLICY IMPLICATIONS:

N/A

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